

The Solicitors' Journal.

LONDON, DECEMBER 30, 1882.

CURRENT TOPICS.

WE PUBLISH elsewhere the order of transfer of Mr. Justice KAY's causes, during his absence on circuit.

THE RULES under the Settled Land Act, 1882, and the Conveyancing Act, 1882, have been settled, and are now in the printer's hands, so as to be ready for sale before the 31st inst., after which day they will be in force.

WE HEAR that it has now been determined that a portion of the new Rules of Court which has been settled by the Rule Committee of Judges shall be made public at an early date, instead of waiting for the completion of all the rules which it is proposed to make.

WE ARE REQUESTED to state that a special general meeting of the members of the Incorporated Law Society will be held on Wednesday, January 31, 1883. This intimation is given for the purpose of affording the members an opportunity of sending to the secretary, on or before the 4th prox., copies of any resolutions they may desire to propose at the meeting. Due notice of the meeting will afterwards be given in accordance with the bye-laws.

WE UNDERSTAND that no arrangement has yet been made for the hearing of the causes in Mr. Justice PEARSON's list during Mr. Justice KAY's absence on circuit. While the matter is still under consideration, we may, perhaps, be permitted to suggest that if no learned judge of the Queen's Bench Division is available, it might not be amiss to resort to the power conferred by section 29 of the Judicature Act, 1873, and obtain the services of a commissioner for the purpose of trying the causes.

AMONG THE CHANGES which will be effected at the commencement of the Hilary Sittings at the Royal Courts of Justice not the least advantageous to the profession will be the publication day by day of an official list containing all the causes for hearing in all the courts, which will be printed within the building by a special staff. The list will in form resemble the *London Gazette*, and will consist of four, eight, or more pages according to the quantity of matter to be inserted. It is intended that all notices relating to the business of the courts, orders of transfer, and other important orders shall be published in this daily list. Being in book form the separate numbers can be bound together, so as to serve as a record. The list will be published each day at five o'clock, and will be supplied in the same manner and at the same price as the daily cause lists are now supplied to subscribers.

NEXT MONDAY will be a memorable day in legal annals. There will then come into operation the Order made under the Solicitors' Remuneration Act, rendering obsolete, as regards a large class of transactions, the preparation and delivery by solicitors of long bills of conveyancing costs; the Married Women's Property Act, which revolutionizes the law on that subject; the Settled Land Act, which gives to every limited owner in possession full power

to deal with the settled land in any way in which a prudent absolute owner would be likely to deal with it; the Conveyancing Act, 1882, which effects changes as to searches for judgments, powers of attorney, and other matters; the Municipal Corporations Act, which is a consolidation, with amendments, of about forty prior statutes; and the Corn Returns Act, which is a consolidation, with amendments, of 5 & 6 Vict. c. 14, and 27 & 28 Vict. c. 87, the principal amendment being the increase of the number of towns in which "corn inspectors" are to be appointed. This last Act has the singular flaw in it that there is no provision for fixing the towns which are to be immediately subject to the Act before the actual commencement of it on the 1st of January.

WE BELIEVE it has been found impossible to provide accommodation for the Railway Commissioners in the Royal Courts of Justice, but it is very much to be hoped that some quarters may be found for them near the new legal centre. The matter is one of considerable public importance, inasmuch as the success of the court, next to the efficiency of the Commissioners, depends on its cheapness to the suitor. The procedure is, probably, as simple and inexpensive as could be devised, and hitherto there can have been no difficulty in obtaining the services of counsel of the common law bar to conduct cases before the Commission at ordinary fees. But when the common law bar has practically left Westminster Hall, one of two things must happen—either increased fees will have to be paid to induce common law barristers to come down, or the cases before the Commissioners will have to be conducted by members of the parliamentary bar. In either case the suitor's costs will be grievously added to, and the advantages enjoyed by wealthy railway companies in their conflicts with private individuals proportionately increased. Independently of this, much inconvenience will be caused to solicitors practising before the Railway Commissioners by the severance of their court from the centre of legal business. It would not seem difficult to find accommodation for the Commissioners in one of the disused courts at Lincoln's-inn. The Rolls House, if available, would probably supply every requirement.

THE CURIOUS Sunday Closing (Wales) Act, 1881 (44 & 45 Vict. c. 61), the commencement of which, by a somewhat unexpected judicial interpretation, was postponed for a whole year after its passing, has, it is said, given rise to another legal difficulty, the question being whether "Sunday" in the Act is to be read as including "Christmas-day." The police, we are told, informed the Welsh publicans that they would keep open their premises on Christmas-day at their own risk, and so many publicans determined to run the risk that "legal proceedings are about to be taken." The question is one which requires a little thought to solve correctly. The Act of 1881 says (section 1), "In the Principality of Wales all premises in which intoxicating liquors are sold . . . shall be closed during the whole of Sunday"; and (section 2) "The Licensing Acts, 1872-1874, shall apply in the case of any premises closed under this Act, as if they had been closed under those Acts." Turning to section 3 of the Licensing Act, 1874, we find that it prescribes three sets of closing hours, varying with density of population, in England and Wales, and then proceeds as follows:—"Such premises [the premises on which intoxicating liquors are sold] shall be closed on Christmas-day and Good Friday, and on the days preceding Christmas-day and Good Friday, as if Christmas-day and Good Friday were respectively Sunday, and the preceding days were respectively Saturday, but this provision shall not alter the hours during which such premises shall be closed on Sunday when Christmas-

day immediately precedes or succeeds Sunday." Now, if the Act of 1881 had directed, after the fashion of the Beer Dealers Act of the late session, that words in that Act should have the same meaning as in the Licensing Acts, 1872-74, there would have been no doubt on the point, and the provisions as to closing would have unquestionably extended to Christmas-day. But can the less precise direction that "the Licensing Acts shall apply" have the same effect? On the whole, we think not, and for three reasons:—1. The including Christmas-day in Sunday is an operation of too particular and extraordinary a character to be effected by such general words. 2. The natural meaning of the general words is to apply the numerous penal clauses of the Licensing Acts. 3. The High Court has already put a liberal construction upon the Act of 1881: *Richards v. McBride* (30 W. R. 120)—all which reasons are really reducible to one—viz., that if the Legislature desired a Christmas-day (besides a Sunday) closing in the Principality of Wales, the Legislature should have said so.

SOME EXCITEMENT has been caused in the profession by the course recently adopted by the Queen's Bench Division, at the instance of the Lord Chief Justice, in the School Board cases of *Winyard v. Toogood* and *Hance v. Fortnum*. It will be remembered that these cases came before a divisional court of three judges, being Lord COLERIDGE, C.J., and HAWKINS and STEPHEN, JJ. Early in the argument it was discovered that there was a prior decision by GROVE, J., and HUDDLESTON, B., in *Saunders v. Crawford* (50 L. J. Q. B. 460), upon the very point in question. With this decision the three learned judges were unable to agree, but at the same time they did not wish to "decline to follow" it without a reinforcement of strength, and, as there was no appeal (the case being criminal) it was deemed advisable to follow the precedent of *Saunders v. Richardson* (L. R. 7 Q. B. D. 388), in which five judges practically overruled the decision of two. So FIELD and WILLIAMS, JJ., were called in, and the court thus reinforced continued the hearing, and eventually overruled *Saunders v. Crawford*. We have, therefore, for the second time, presented to us an indirect appeal in criminal matters, although the Legislature, as judicially interpreted, has said in sections 45 and 47 of the Judicature Act, 1873, that there shall be no further appeal from the decision of a divisional court upon an appeal from a summary conviction by justices of the peace. Two questions arise—first, whether the High Court has jurisdiction to hear this kind of indirect appeal; and, secondly, whether it is desirable that the jurisdiction should be exercised. On the first point we have no doubt. The 45th section of the Judicature Act, 1873, directs that appeals from petty sessions may be heard by divisional courts. The 17th section of the Appellate Jurisdiction Act enacts that all proceedings in the High Court are to be taken before a single judge, "provided, nevertheless, that divisional courts may be held for the transaction of any business which may, for the time being, be ordered by Rules of Court to be heard by a divisional court (see order 57a), and any such divisional court when held shall be constituted of two judges of the court and no more, unless the president of the division to which such divisional court belongs, with the concurrence of the other judges of such division, or a majority thereof, is of opinion that such divisional court should be constituted of a greater number of judges than two, in which case such court may be constituted of such number of judges as the president, with such concurrence as aforesaid, shall deem expedient." When this section was enacted there were but six judges of the Queen's Bench Division, so that it was comparatively easy to get at the opinion of the majority. Now that there are eighteen judges of the division it is no such easy matter, for nine judges at the least must concur with the Lord Chief Justice in the enlargement of the Divisional Court. But it must be assumed that the concurrence of the majority was ascertained, and this assumption being made, there can be no doubt as to the jurisdiction. For when it is said that there shall be no appeal, that only means that there shall be no appeal from a particular decision, and here there was not an appeal from a particular decision but an overruling of a former one. As to the expediency of this kind of interference, that is a question far more difficult and delicate, but we think that inexpedient interferences could not have been better guarded against than they are by the require-

ment of the concurrence of a majority of the judges to which we have referred, and which, by the abolition of the Exchequer and Common Pleas Divisions, it has been made so much more difficult to obtain than it was at the time of the passing of the Appellate Jurisdiction Act, 1876. But surely this cumbersome method of reversing one decision by arguing another before an extraordinary court ought to be put an end to by permitting, with the leave of the Divisional Court, an appeal to the Court of Appeal in cases arising on a penalty.

THE PONTEFRAC T JUSTICES, who were recently so cruelly maligned in the London daily papers by the report that they were unaware of Lord BROUGHAM'S Act, appear to have acquired a rooted distrust of every unofficial publication. They are stated in a local paper to have recently refused to listen to any report of a case other than "a State report." They unfortunately omitted to inform practitioners where "State reports" are to be obtained. We have heard of them in America; and colonial judges have told us that they have sometimes to prepare their own reports, which, perhaps, under such august editorship, might be deemed to be more or less "State reports." But in England we have no reports which answer to the description given by the Pontefract justices; and if they adhere to the terms of their refusal they will have to remain in total ignorance of the decisions of the courts. If by "State reports" they meant the *Law Reports*, we can only say that the rule which they lay down is one which is not adopted by the judges of the Superior Courts, who, to the great advantage both of themselves and the profession, consult, and allow cases to be cited from, all the series of reports. It is not very long since the Master of the Rolls took occasion to point out an error in the *Law Reports* report of his decision in the case of *Norton v. Florence Land and Public Works Company* (L. R. 7 Ch. D. 332). In the report of that case in the *WEEKLY REPORTER* (26 W. R. 122), which appeared about four months before the report in the *Law Reports*, the decision was reported with perfect correctness.

WITH THE FALL of the curtain on Act 1 of the Belt performance it may be hoped that we have seen the last of certain very unseemly incidents in a court of justice. It is to be desired that upon trials in the new courts all visitors, whether noble or ignoble, should be relegated to the gallery set apart for spectators; that all witnesses should be examined in the box set apart for them, and that all demonstrations in court should be repressed. When we read of the plaintiff in the recent case being greeted with applause on his appearance in court; of his "smilingly bowing his acknowledgments," and of loud cheers greeting the verdict of the jury, we are tempted to ask, what has become of the ancient and decent usages of courts of justice in this country? And let us hope that with the removal of the courts to the new building, the era of sensational cases, blown up to dimensions utterly disproportionate to their importance, will come to an end; that the dramatic element, which has had a far greater share in the conduct of some recent cases than it ought to have, will be repressed, and that the Belt trial will be remembered hereafter only as an example to be avoided, and as the amusement of an idle age.

IT WILL BE OBSERVED that the mysterious intimation which we print above, with reference to the special general meeting of members of the Incorporated Law Society, gives no information as to the object or purpose of the meeting, which might have been thought necessary in order to enable members to frame resolutions. We presume, however, that the meeting will have reference to the Remuneration Order, and that the "observations" of the Council, which have been so long in process of incubation, will come under discussion.

It having become known that Mr. Daniel, Q.C., the Bradford County Court judge, intended to resign his office, addresses were presented to him on Friday last from the Bradford Law Society and Chamber of Commerce, asking him to re-consider his decision. Mr. Daniel, in reply, said he should not send in his resignation.

USUAL PROVISIONS IN LEASES.

I.

Now that we are entering on a new dispensation under which, in general, no extra costs will be recoverable for letters and discussions relating to the settling of draft leases, and in which there will be a strong inducement to the intending lessee to employ the lessor's solicitor, it is extremely desirable that some general understanding should be arrived at as to what provisions may be inserted and insisted on as proper and usual provisions in leases. At present, so far as our experience and information go, there is a good deal of uncertainty in this respect. Each large office is somewhat of a law unto itself. With the view of affording some assistance towards introducing greater uniformity of practice in this respect, we propose to bring together and discuss the authorities in both cases and precedents relating to this subject. If any reader can refer us to any unreported decision, or any authority bearing upon any matter to which reference will be hereafter made, he will confer a favour on us by sending a note of its effect.

In considering what are usual covenants we shall deal both with the case of a general and indefinite agreement for a lease containing no reference to covenants, and also with the case of an agreement for a lease which states that "usual covenants" or "usual and proper covenants" shall be inserted in the lease. Though different considerations might seem to be applicable to these cases, yet they have been treated by the courts as on the same footing. "Before the case of *Henderson v. Hay*," said Lord Eldon in *Church v. Brown* (15 Ves., at p. 271), "there was no sort of difference whether the agreement in the terms of it did or did not refer to usual and proper covenants." And after considering *Henderson v. Hay*, as stated in the registrar's books, he added, "The Master of the Rolls also agrees with me that, whether the agreement contained the clause that usual covenants should be inserted or not would not make a material difference, and I never will consent that my opinion should be supposed to stand on such a distinction." And in many subsequent cases, decisions upon agreements not containing the clause with reference to usual covenants have been treated as authorities with reference to the effect of agreements containing the clause.

It seems to have been originally considered that the question of what are usual covenants was a question of law for the decision of a court; that just as it was settled by law what covenants should be inserted under a general agreement to sell a fee simple estate, so the law would determine what covenants should be inserted under a general agreement to grant and accept a lease. Lord Thurlow, in *Henderson v. Hay* (3 Bro. C. C. 632), seems to have had no idea that the question whether a covenant was a "common and usual covenant" was one of fact. On the contrary, he admitted that the covenant in question might be "a very usual one," but, nevertheless, he held that it could not be inserted in the lease. He said that common and usual covenants must mean covenants "incidental to the lease." This is not a very precise expression, and at first sight it seems about on a par, as regards instructiveness, with the famous definition of an archdeacon as "a person who exercises archidiaconal functions." But, as explained in *Jones v. Jones* (12 Ves., at p. 189), it seems to afford a clear and not unreasonable test. "There are many covenants," said Sir W. Grant, "that, though proper, do not naturally flow out of the contract [to let and to take]. The contract *locatio et conductio* does not naturally lead to many covenants that have now found their way into most leases."

This test was, however, soon abandoned by the Court of Chancery. The common law courts insisted on construing agreements providing that leases should contain "usual covenants" with reference to the usual practice in granting leases. Thus, in *Morgan v. Slaughter* (1 Esp. 8), under an agreement for a lease to contain none but "fair and usual covenants," Lord Kenyon said that a covenant not to assign or underlet "appeared to have been a usual one so long ago as" *Dumport's case* (4 Co. Rep. 119), and that "he had never seen a lease properly drawn without it." The Court of Exchequer, in *Folkingham v. Croft* (3 Anst. 700), adopted the same course with regard to the insertion of the same covenant in a lease made under an agreement for a lease

"with all usual and proper covenants commonly inserted in leases of the like nature," and as there appeared to be no regular usage on the subject in the neighbourhood of the demised property, they followed Lord Kenyon's decision. When Lord Eldon had to consider the subject in *Church v. Brown* (15 Ves. 258), he ingeniously attempted to reconcile the two views as follows:—"The meaning of the parties to a contract for a lease was that there should be proper covenants, and the law implies what they are, as connected with the character and title of the lessor: covenants in this sense incidental, as regulating the obligations expressed and implied; not in contradiction to the quantity of interest which the demise itself was, without special words, to give to the lessee. . . . As this case cannot be decided upon any usage locally, I must look to general usage; and if I could see a usage with reference to the peculiar subject of this demise, authorizing the insertion of this covenant, I might say the party had contracted for it; but no such fact is made out. . . . It is safer to require the lessor to protect himself by express stipulation than for courts of equity to hold that contracting parties shall insert, not restraints expressed by the contract or implied by law, but such, more or less in number, as individual conveyancers shall from day to day prescribe as proper to be imposed on the lessee; and that all these restraints so imposed from time to time are to be introduced as the aggregate of the agreement."

It will be seen that Lord Eldon here admits that the question what covenants are to be inserted "might" be decided with reference to local or general usage, but he seems to think that the question is to be decided by the equity judge, not as a finding on evidence, but as a question of law which may be determined, not merely by usage, but with reference to all the circumstances of the case. The same view seems to have been taken by Lord Romilly, M.R., in *Wilbraham v. Livesey* (18 Beav. 206, 210) and *Haines v. Burnett* (27 Beav. 500), where, apparently without hearing any evidence as to usage, he decided that, having regard to the peculiar character or situation of the property, a certain covenant ought to be inserted. He seems to have similarly decided without evidence in *Buckland v. Papillon* (L. R. 1 Eq. 477). On the other hand, in *Hodgkinson v. Crowe* (23 W. R. 406, L. R. 19 Eq. 591), under an agreement for a lease with all "usual and customary mining clauses," Bacon, V.C., allowed evidence to be brought to prove what clauses were usual in mining leases in the district in which the demised property was situate, and said that "all the customary covenants and provisions applicable to mining operations" must be inserted. In *Hampshire v. Wickens* (26 W. R. 491, L. R. 7 Ch. D. 555), Jessel, M.R., said that the reasoning of Bacon, V.C., in the last-mentioned case was "conclusive against any judge being allowed to say from his own view" that any particular covenant should be inserted. And, lastly, in the recent case of *Hart v. Hart* (30 W. R. 8, L. R. 18 Ch. D. 670), Kay, J., instead of deciding the question what are "usual covenants" in a separation deed by reference to the surrounding circumstances, allowed evidence to be called as to the practice of conveyancers. We may conclude, therefore, that at the present day the question what provisions should be inserted in a lease made in pursuance of a general agreement for a lease, or an agreement for a lease with "usual covenants," is really one of fact depending upon usage.

Where the property agreed to be demised is of a peculiar nature—as, for instance, a public-house or a mine—the question of the covenants to be inserted in the lease will depend upon evidence of usage in leases of that description of property. This was admitted in Lord Eldon's observations above quoted; and in *Bennett v. Womack* (7 B. & C. 627), Lord Tenterden, C.J., said, "That which is usual in leases of one description of property may not be so in leases of another, and I therefore think we are bound to take into consideration that this was a lease of a public-house. Evidence was given that of such leases at least six in ten contained a similar proviso, and as no attempt was made to answer that by conflicting evidence, it must be taken that such a proviso was usual and common in leases of public-houses." And in *Hampshire v. Wickens*, Jessel, M.R., seems to admit that in cases of leases of public-houses "usual covenants" would mean the covenants always inserted in the leases of brewers. Lord Romilly also said that the character of the provisions to be inserted in leases might vary according to the situation of the property—for instance, that in the case of a lease of a house in Grosvenor-

square there might be inserted different covenants from those in a lease of a house in a trading locality (see *Wilbraham v. Livesey*, 18 Beav., at p. 210). There can therefore be little doubt that the evidence of usage must have reference to leases of property of the same character as the property to be demised.

The next point to be observed is that the general usage which determines this question is the general usage of the day. As Jessel, M.R., said in *Hampshire v. Wickens*, "usual covenants may vary in different generations. The law declares what are usual covenants according to the then knowledge of mankind; . . . what is well known at one time may not be well known at another time, so that you cannot say that usual covenants never change." And in order to ascertain what was the usage of the day the learned judge referred to the last edition of Davidson's Precedents "to see whether the usage is said to have changed" since the earlier cases relating to the covenant as to which the question before him arose. In *Hart v. Hart*, on the other hand, Kay, J., allowed eminent conveyancers to be called to testify as to the prevalent usage at the time as to the insertion or non-insertion of a particular provision. It would seem, therefore, that the question of fact is to be decided on the evidence either of the leading collections of precedents of the day or of the leading conveyancers of the day.

But, lastly, these rules are subject to an important exception to which Lord Eldon referred in *Church v. Brown*. A covenant to be inserted in a lease made under a general agreement, or an agreement providing for usual covenants, must not "contradict the incidents of the estate belonging to a lessee, one of which is the right to have the estate, without restraint, beyond what is imposed on it by operation of law, unless there is an express contract for more." It was apparently upon this principle that *Hodgkinson v. Croice* (23 W. R. 885) was decided by the Court of Appeal, although the judgment of the court does not very clearly bring it out. The question was as to whether, under an agreement for a lease to contain "all usual and customary mining clauses," a proviso for re-entry on breach of covenants should be inserted, and it was contended for the tenant that as no such restraint was imposed on the estate of the tenant by operation of law, no such proviso should be inserted in the lease. On the other hand, it was shown by counsel for the lessor that the leading modern precedent books contained such a proviso in mining leases. But the court refused to order the insertion of the proviso, James, L.J., saying that "it was impossible on any principle to hold, and there certainly was no authority for holding, that a man who had entered into an agreement, such as that in the present case, for a lease should be obliged to take a lease for a term of years determinable on breach of any one covenant contained in that lease. . . . According to the principles laid down by Lord Eldon, the proviso contended for was certainly not one which the court would order to be inserted in a lease as a reasonable and proper proviso."

That the question of the provisions to be inserted should be made dependent upon the general practice at the time seems to be the best mode of carrying into effect the intention of the parties. In the absence of express stipulation they may reasonably be taken to contract with reference to such practice. But we cannot help doubting whether the mode of ascertaining such practice which was adopted by the learned Master of the Rolls is satisfactory. Books of precedents are not conclusive evidence of the general practice. What the compilers of these books usually profess to give is, not so much a precedent in the form in which it is ultimately adopted after revision and discussion, as a precedent in the form in which it may be presented by the party who has to prepare the draft. And where a precedent of an instrument is given in the form in which it was ultimately adopted, there is nothing to show what provisions may have been stipulated for in the agreement. It is impossible to cross-examine a precedent book, and to ascertain how it came about that such and such a provision appeared in a particular precedent. The only satisfactory evidence as to the general practice relating to the provisions to be inserted in leases is that of practitioners, and of all practitioners, solicitors are the most likely to possess extensive and accurate knowledge on this subject.

We shall consider next week the particular provisions which have been held to be usual provisions in leases.

CORRESPONDENCE.

MR. JUSTICE KAY ON SOLICITORS

[To the Editor of the Solicitors' Journal.]

Sir,—I have read with much pleasure the article in your impression of Saturday last upon the remarks which Mr. Justice Kay is reported to have made use of with reference to the conduct of solicitors in administration actions.

However regrettable hasty remarks against solicitors from persons occupying high positions may be, good will come of them if they have the effect of bringing the members of our profession to a real sense of the deficiencies in the present system of chancery administration, and so compel them to raise a voice which, if properly directed, must, at some time or other, make itself heard to the good of all on whose behalf it is exerted.

The main, if not the sole, cause of delay in administration actions arises in one or all of the following offices—the chief clerks', the registrars', the Chancery Paymaster's, and the taxing masters'.

In the first three the cause may be accounted for almost entirely from the mass of business which daily pours into these offices, and with which, owing to the insufficient staff, the officials are unable to cope. In the last-named the case is somewhat different, as the dispatch of business depends entirely upon the master before whom the bill goes. Some masters will complete a taxation in a fortnight, others scarcely in three months; and when the effect of delay in completing the taxation of a bill of costs is considered, no argument is necessary to show how much depends, in the interest of suitors as well as solicitors, upon the master by whom the bill is to be taxed. It is difficult to overrate the cruelty and hardship which often arise from delay in the taxing master's office—a delay which the solicitor has no power whatever to check or control, but for which he often incurs the censure of his clients.

A year ago a committee of the Incorporated Law Society spent much time and labour on Common Law Procedure. Good as, I believe, was the work then done, I cannot but think that there was a wider and more profitable field for inquiry in the administration of chancery actions; not because the system there is bad, but because the machine, good as it may be in principle, becomes choked by a plethora of work, which clogs its wheels and prevents it from fulfilling its legitimate functions.

I have long thought that if the Council of our Incorporated Law Society, with the assistance of those members of it who are also members of Parliament, were to turn their attention to the defects I have pointed out, reforms of some value would shortly follow. Until an effort in this direction is made, no alteration in the existing state of things can be expected, and the public will still have to complain of that tardy recognition of their rights which works so much injustice to them.

G. A. C.

London, Dec. 27.

THE CONVEYANCING ACT, 1882.

[To the Editor of the Solicitors' Journal.]

Sir,—On Monday next both the above-named Act and the Married Women's Property Act, 1882, come into operation, and thereupon will arise the question of the necessity of married women in future, in dealing with real and personal property or reversionary interests, acknowledging the deed or instrument pursuant to the Fines and Recoveries Abolition Act. Owing to the great room for doubt on the matter, I apprehend that most solicitors will continue to advise acknowledgments until there is some good legal decision on the point.

It is to be observed that the Married Women's Property Act nowhere refers to the abolition of, or dispenses in terms with, acknowledgments; all it says is (section 1) that a married woman may in future dispose of real and personal property as if she were a *feme sole*, without the intervention of any trustee. It does not go on to say, as it might have done if so intended, "and without the necessity of acknowledging any deed in the matter."

The very fact of acknowledgments being perpetuated by a contemporaneous Act is an argument for their continued necessity. All that the Conveyancing Act, 1882, does is simply to substitute one commissioner in future for the present two, and to enact that the deed acknowledged shall take effect at the time of the acknowledgment instead of, as at present, making it dependent on the filing of record of the certificate.

There is a very general impression that the memorandum on the deed will in future be all that will be required to perfect an acknowledgment; but I think it is clear that a certificate (and perhaps also an affidavit) will still be necessary. Section 7, sub-section 7, is express "that there shall continue to be kept an index to all certificates of acknowledgments of deeds by married women lodged therein before or after the commencement of this Act, containing the dates of the certificates and of the deeds to which they respectively relate, and other particulars found convenient"; but inasmuch as the certificate does not show where the

acknowledgment was taken, nor whether any provision is made, nor where the property affected is situated (all which is shown by the present affidavit), it would seem that the affidavit must be kept up or these "convenient" particulars be made to appear by an altered form of certificate.

The General Rules authorized by sub-section 3 to be made are confined to preventing interested persons from taking acknowledgments; they do not give power to alter the memorandum or certificate; so that it is just a question whether direct legislation will not be necessary to effect this. It is a great pity that the matter should be thus left in doubt, and that down to within less than a week of the Act coming into force no general rules should be issued. Sub-sections 2 and 8 are none of the clearest. Sub-section 2 says that where the memorandum "purports to be signed" by the commissioner, the deed shall, as regards the execution thereof by the married woman, take effect from the time of acknowledgment, and shall be conclusively taken to have been duly acknowledged." Sub-section 8 says that an official copy of any such certificate filed before or after the commencement of the Act "shall be received as evidence of the acknowledgment of the deed to which the certificate refers." But sub-section 2 has already enacted that the memorandum (which always is on the deed itself and cannot be separated from it) shall be conclusively taken (as evidence) that the deed has been duly acknowledged. The draftsman has evidently copied from the old Act—wherein the validity of the acknowledgment was dependent on the filing of the certificate, not the signing of the memorandum, and so the production of an office copy of the certificate was the only evidence to prove the filing—without practical acquaintance with his subject. AN OLD PERPETUAL COMMISSIONER.

Bristol, Dec. 26.

P.S.—Since writing the above I notice that by the schedule to the Conveyancing Act, 1882, the part of the 84th section of the Fines and Recoveries Abolition Act, giving the form of certificate now in use, is repealed; but that some sort of certificate is to continue to be used and filed under section 7, sub-section 7, of the new Act, I take to be clear, for the reason above stated. That this sub-section does not refer to the filing of certificates of acknowledgment of deeds signed before, but not filed until after, the commencement of the new Act is plain, as the lodging, examining, and filing of them, with the like effects and consequences as if section 7 of the new Act had not been enacted, is already provided for by sub-section 6. As a further argument why acknowledgments are not intended to be abolished, it is to be observed that Malins' Act (20 & 21 Vict. c. 57), enabling a married woman to dispose of her reversionary interests in the way therein specified—viz., by an acknowledged deed—is still left in force and not repealed by the new Act.

CASES OF LAST WEEK.

SPECIAL CASE—POWER TO AMEND AND REHEAR.—ORD. 34, RR. 1, 2.—In a case of *Tomlin v. Underhay*, before the Court of Appeal on the 18th inst., a question arose as to the jurisdiction to amend a special case. The action was brought to administer the estate of a testator. A question arose on the construction of a codicil to the will, and by the direction of the court a special case was stated for the determination of this question. The special case was heard, and the question was decided by Hall, V.C., and his decision was varied by the Court of Appeal. It was afterwards discovered that the facts had not been accurately stated, and the executors applied to have the special case amended and reheard. Kay, J., held that he had no jurisdiction to make such an order, and he dismissed the application. The Court of Appeal (JESSEL, M.R., and COTTON and BOWEN, L.JJ.) held that Kay, J., was right in this view, and that they had no jurisdiction to make the order asked for. But, inasmuch as no judgment or order had been made on the finding upon the special case, and there had been nothing but an expression of the opinion of the court, their lordships held that the court was not bound by this expression of opinion, but might disregard it, and let the matter proceed in the ordinary way, so that the real facts might be ascertained by means of inquiries in chambers.—SOLICITORS, W. Tatham & Son; Fladgate, Smith, & Fladgate.

RAILWAY COMPANY—COMPULSORY TAKING OF LAND—SUBSCRIPTION OF CAPITAL—EASEMENT—LANDS CLAUSES CONSOLIDATION ACT, 1845, s. 16.—In a case of *The Great Western Railway Company v. The Swindon and Marlborough Railway Company*, before the Court of Appeal on the 21st inst., a question arose as to the application of section 16 of the Lands Clauses Consolidation Act to the case of a railway company authorized by their special Act to acquire an easement upon the land of another railway company. The Swindon and Marlborough Railway Company, by a special Act of Parliament passed in 1881, were authorized to construct a line of railway from Swindon to Cheltenham, crossing the Great Western Company's line at two points. The special Act of the Swindon Company contained the following provisions:—Section 2 provided that the Lands Clauses Act, 1845, and certain other Acts should, "except where expressly varied by this Act," be "incorporated with and form part of this Act." Section 5 provided that, "subject to the provisions of this Act," the company might make and maintain certain specified railways, and might "enter upon, take, and use such of the lands delineated" on the deposited plans as might be re-

quired for that purpose. The Swindon Company's line was to cross the existing line of the Great Western Company in two places, and station 8 enacted that, "for the protection of the Great Western Company, the following provisions shall have effect"—viz., (1) The company should not enter upon or interfere with the railway of the Great Western Company, or any of the lands or works of that company, or execute any works whatever under, over, or affecting the same, until their plans should have been approved by the principal engineer of the Great Western Company, or, in the event of his failure to do so for fourteen days after the plans should have been delivered to him, until the same should have been approved by an engineer appointed by the Board of Trade. (2) The company's line was to cross the line of the Great Western Railway Company in one place by a bridge over it, and in the other place by a tunnel or bridge underneath it. (4) The tunnel under the line of the Great Western Company should, from and after the completion, and subject and without prejudice to the duty and obligation of the Swindon Company for ever thereafter, at their own expense, to maintain the same, be the property of the Great Western Company. (8) Except for the purpose of the two crossings, "the company shall not take or acquire any rights over any land of the Great Western Company, and, save as aforesaid, nothing in this Act contained shall extend to, authorize, or enable the company to take, or enter upon, or use, either temporarily or permanently, any of the lands of the Great Western Company, or to alter, vary, or interfere with the railways of that company, or with any of the works thereof, further or otherwise than is necessary for the construction and maintenance of the railways by this Act authorized" without the consent of the Great Western Company; "and with respect to any lands of the Great Western Company which the company are by this Act from time to time authorized to use, enter upon, or interfere with, the company shall not purchase and take the same, but the company may purchase and take, and the Great Western Company shall sell or grant accordingly, an easement or right of using the same in perpetuity for the purposes for which, but for this enactment, the company might purchase and take the same." (9) If any dispute shall arise between the Great Western Company and the company respecting the matters and provisions aforesaid, or any of them, such dispute shall be settled by an arbitrator, "to be appointed as therein mentioned." Section 31 provided that if the railway was not completed within five years from the passing of the Act, then, on the expiration of that period, the power by the Act granted to the company for making and completing the railway, or otherwise in relation thereto, should cease to be exercised, except as to so much thereof as was then completed. Section 16 of the Lands Clauses Act, 1845, which was incorporated in the Swindon Company's special Act, provides that the whole of the capital for defraying the expenses of the company's undertaking shall be subscribed before it shall be lawful for the company to put in force any of the powers of that Act or the special Act in relation to the compulsory taking of land for the purposes of the undertaking. The whole of the capital of the Swindon Company had not been subscribed, but the company were proceeding to take in hand the works for the construction of the bridge and tunnel, the plans for which had been approved by an engineer appointed by the Board of Trade. The Great Western Company, therefore, applied for and obtained from Chitty, J., an injunction to restrain the Swindon Company from entering or continuing upon the lands of the plaintiffs (which were comprised in a notice to treat which they had given to the plaintiffs), and from putting in force any of the powers of the special Act or of the Lands Clauses Act in relation to the compulsory taking of the lands in question, or any easement therein, until the capital of the defendant company should have been duly subscribed. The Court of Appeal (JESSEL, M.R., and COTTON and BOWEN, L.JJ.) reversed this decision, Cotton, L.J., differing from the majority of the court. JESSEL, M.R., said the question was whether that which, in his opinion, amounted to conferring running powers on the Swindon Company, preceded by an obligation to construct a bridge and tunnel, was a taking of land within section 16 of the Lands Clauses Act. It must not be forgotten that it had been decided that such a privilege or easement was not "land" within the meaning of the Lands Clauses Act. In the absence of decision it might have been a question whether it was not included under the word "hereditaments" in section 3 of the Act. It was not a "tenement," for it was not the subject of tenure. But, when you considered the object of the Act, his lordship thought it had been rightly decided that it was not intended to enable a railway company to compel a landowner to create new easements on his land. Therefore, it had been held that the word "land" did not include easements, except such as were already attached to the land which was taken. Then section 16 said that the whole of the company's capital should be subscribed before the company should put in force any of their powers "in relation to the compulsory taking of land for the purposes of the undertaking." Compulsory taking of land would not include the taking of such a right as this. Was section 16 to be extended so as to prevent the company, until their capital was subscribed, from exercising the power given to them of taking that which was not land, but a right on land? Was land to have a meaning which it had not in the Lands Clauses Act, because the special Act gave the company power to take this kind of interest? Incorporating the Lands Clauses Act with the special Act meant much the same thing as writing the clause of the incorporated Act over again in the other Act. The definitions contained in the Lands Clauses Act were therefore incorporated in the special Act, and the words were to have the same meaning, unless there was something inconsistent in the special Act. But, to come to the substance of the case, section 5 of the special Act commenced with the words, "Subject to the provisions of this Act," and, therefore, the argument that it authorized the Swindon Company to take lands of the Great Western Company failed. The substance of sub-section 1 of section 8 was that the Swindon Company were not to take lands of the Great Western Company, but only to enter on them and construct certain works; and by sub-section 4 the tunnel under the line was to be the property of the Great Western Company. The Great Western Company

retained the property in the land and acquired the property in the works. They never parted with any property. Sub-section 8 was inserted *ex abundanti cautela*. The Swindon Company was to purchase and take from the Great Western Company a right of user equivalent to running powers. If the Act had said that the Swindon Company might purchase running powers across the line of the Great Western Company it would have expressed the same idea. The provisions of sub-section 9 as to arbitration were important. They covered any dispute between the companies "respecting the matters and provisions aforesaid, or any of them." Was the question of the amount of the compensation to be given by the Swindon Company for such a right as this a fit matter to be sent to a jury? or could it be supposed that either party intended that such a question should be tried by a jury? Arbitration was a far better mode of determining it. The scheme was complete, and every matter in dispute could be decided by arbitration. In his lordship's opinion section 16 clearly did not apply to such a case. He thought the section applied only to such a compulsory taking of land as was mentioned in the Act, and that it did not apply to such a compulsory taking of land in some other way—e.g., if land could be taken under a private Act of Parliament. Such a taking, he thought, would not be within section 16 at all. But it was not necessary to decide the point, for, in his lordship's opinion, this was not a compulsory taking of land at all. The land remained in the Great Western Company; all that the Swindon Company got was a right of running their trains. Whether you called it an easement or an interest, this was not a compulsory taking of land. Section 16 was intended to protect an ordinary landowner against having his land taken when there was no security that the railway would ever be completed. That did not apply to the Great Western Company. They had the protection of the arbitration clause, and they were not entitled to ask the court to extend the meaning of section 16. It was not necessary to decide whether the Swindon Company must give a bond before they entered to construct their works; if it was necessary they had done it. COTTON, L.J., said it had been argued that section 16 applied only where land was taken otherwise than by agreement, and that here an agreement was introduced in the special Act. There might be an agreement outside the Act, but by the Act power was given to the Swindon Company to take, and the Great Western Company were compelled to grant to them. So it must be a compulsory purchase. Section 16 spoke of "the powers of this or the special Act"; it applied to all the powers in relation to the compulsory taking of land given by both Acts. It applied to cases of the permanent user of land as well as to cases of purchase. Was the right in question here "land," and were the company taking it? It had been decided that when the Lands Clauses Act was incorporated with a special Act, and there was nothing in the special Act inconsistent, the word "land" did not include an easement. But in the present case the special Act gave the company authority to take an easement or right of user, and his lordship thought that in such a case "land" should be taken to include an easement. In all cases the land over which an easement was given remained the property of the original owner. This right, though not a common easement, yet, being created by statute, was to be taken as an hereditament, and was land within section 16. His lordship could see no reason why the section, which was intended to prevent railway companies from going on with their works until their capital was subscribed, should be narrowed. The word "land" would include "easements" unless there was something in the Act inconsistent with that construction, but here there was something in the Act which showed that an easement was meant to be included. If the provision for arbitration had not been made, that would have been a ground for saying that all the provisions of the Lands Clauses Act were to be imported. BOWEN, L.J., agreed with the Master of the Rolls.—SOLICITORS, G. Davis, Son, & Co.; R. R. Nelson.

WILL—REVOCATION—ERRONEOUS RECITAL IN CODICIL—INCONSISTENT GIFTS.—On the 15th inst. an appeal was heard from the decision of Fry, J., in the case of *Haggard v. Haggard* (30 W. R. 920). A testator by his will gave to his daughter an estate tail in his real property and an absolute interest in the residue of his personal estate. By a codicil the testator stated that he had by his will given to his daughter a life interest in his property, with remainder to her issue, and he directed that her life interest should be for her sole and separate use, and that it should be lawful for her to appoint a life interest in the property to any husband she might marry and who should survive her. And the testator further directed that, if the eldest son of his daughter should inherit property on his father's side, the annual income of which should exceed or be equal to the annual income of the property to be derived under his will, then the second son for the time being of the daughter should succeed to the property devised by the will to the exclusion of the daughter's eldest. And the testator proceeded to make other dispositions of his property in the event of the death of the daughter without issue. Fry, J., held that, though the erroneous recital in the codicil could not of itself revoke the will, yet that it did vitiate the subsequent dispositions made by the codicil, and that those dispositions, being inconsistent with the gift in the will to the daughter of an estate tail in the realty and an absolute interest in the personalty, operated as a revocation of the will *pro tanto*, and cut down the daughter's interest to a life estate. The Court of Appeal (JESSEL, M.R., and COTTON and BOWEN, L.JJ.) affirmed this decision.—SOLICITORS, Wordworth, Blake, & Co.; Clarke, Woodcock, & Byland.

COURT OF BANKRUPTCY—JURISDICTION—ACTION AGAINST TRUSTEE AFTER CLOSE OF LIQUIDATION—BANKRUPTCY ACT, 1869, ss. 72, 125.—In a case of *Ex parte McLean*, before the Court of Appeal on the 20th inst., a question arose as to the jurisdiction of the Court of Bankruptcy with reference to proceedings against the trustee of a liquidating debtor after the close of the liquidation. The debtor had been employed by the trustee to assist in administering the estate, and he brought an action in the Queen's Bench

Division against the trustee for remuneration which he alleged to be due to him for his services, alleging also that the trustee had entered into an agreement as to the remuneration, whereby he had become personally liable. After the action had been commenced the trustee summoned a meeting of the creditors, and a resolution was passed closing the liquidation and releasing the trustee, and the trustee applied to the Court of Bankruptcy to restrain the debtor from proceeding with the action. The registrar refused to grant an injunction, but the Court of Appeal (JESSEL, M.R., and COTTON and BOWEN, L.JJ.) held that it must be granted. JESSEL, M.R., said that complete jurisdiction was given by section 72, and there was nothing to take it away. The trustee had expressed his willingness not to set up the release. His lordship would give no opinion whether the debtor could make a special contract with the trustee as to the remuneration for his services rendered in the liquidation, for there was no evidence that such a contract had been made in the present case. Therefore, on the undertaking of the trustee not to set up the release given by the creditors as a bar to the debtor's claim, there would be an order to restrain the debtor from proceeding with the action until further order, without prejudice to any question. An inquiry would be directed whether anything, and if so, what, was due to the debtor, and the costs would be reserved. COTTON, L.J., and BOWEN, L.J., concurred.—SOLICITORS, Linklater, Hackwood, & Co.; O. Bryant.

RAILWAY—CARRIER—RAILWAY AND CANAL TRAFFIC ACT, 1854 (17 & 18 VICT. C. 31)—CONDITION EXCLUDING ALL LIABILITY—ALTERNATIVE RATES.—In a case of *Brown v. Manchester, Sheffield, and Lincolnshire Railway Company*, decided by the Court of Appeal at Westminster on the 19th inst., an important question arose as to whether a condition exempting a railway company from "all liability for loss or damages to goods by delay in transit, or from whatever cause arising," is good in law where the company offers to carry goods at alternative rates and the customer avails himself of the cheaper rate and agrees to such condition. It appeared that the plaintiff, a fish merchant, carrying on business at Great Grimsby, signed a contract by which, in consideration of the defendants carrying his fish at a rate one-fifth less than the ordinary rate, he agreed to a condition freeing the defendants from "all liability for loss or damage by delay in transit, or from whatever cause arising." Owing to pressure of business the railway company did not dispatch the plaintiff's fish by the usual train, and the fish therefore arrived at Billingsgate too late for the London market. A special case having been stated by the county court judge, the question of the defendants' liability was argued before a divisional court (Mathew and Cave, JJ.), who gave judgment for the defendants with costs, on the ground that, as the defendants carried at alternative rates, the condition, though absolute, was just and reasonable, though in the absence of alternative rates it would have been neither just nor reasonable. The plaintiff appealed. The Court of Appeal (BAGGALLAY, BRETT, and LINDLEY, L.JJ.) reversed the decision of the court below. BAGGALLAY, L.J., said that the case was one which must be governed, not by the common law, but by the terms of the particular contract. The question was whether the contract was just and reasonable. In his opinion the plaintiff had practically no option, but was obliged to send his fish at the lower rate, in order to compete with other merchants at the London market. Under these circumstances, he was of opinion that the conditions insisted on by the company were not just and reasonable. BRETT, L.J., was of the same opinion. The words of the condition would absolve the company from loss or damage arising by the neglect or wilful act of the company's servants. The company, in fact, did not undertake any legal liability which could be enforced by any process of law. He ventured to differ from Bramwell, L.J., in *Lewis v. Great Western Railway Company* (L. R. 3 Q. B. D. 195). In his opinion, the mere fact of alternative rates would not make any condition, however large, reasonable. The plaintiff, it was true, had the option of sending his fish at a higher or a lower rate, but he had not the option of not sending it by that railway company at all. He had a very strong opinion that no condition was reasonable which rendered the liability of a railway company less than that of a gratuitous bailee; if the condition would—as he thought it would—cover wilful delay on the part of the company, it was null and void. The contract applied as much to "delay" as to "loss" or "damage," and if the condition was void for one purpose it was void for all. LINDLEY, L.J., concurred.—SOLICITORS, Rollit & Son, for Rollit & Son, Hull; Cunliffe, Beaumont, & Davenport, for R. Lingard Monk, Manchester.

WATERWORKS COMPANY—WATER RATE TO BE CALCULATED ON "GROSS VALUE."—In a case of *Dobbs v. The Grand Junction Waterworks Company*, before the Court of Appeal at Westminster on the 15th inst., an important question arose as to whether water rate is to be assessed on the basis of the "rateable value" or "gross estimated rental"—for which expression the words "gross value" were substituted by the Valuation (Metropolis) Act, 1869—of premises. It appeared that by their special Acts the company were bound to supply water to occupiers of dwelling-houses for domestic purposes at certain rates—viz., where the "annual value" of the dwelling-house did not exceed £200, at a certain rate per cent. per annum on such value not exceeding £4, and where the "annual value" should exceed £200, at a rate per cent. per annum on such value not exceeding £3. It was also provided by the company's special Act (7 Geo. 4, c. xli., s. 27) that the water rate was to be payable "according to the actual amount of the rent of the premises, where the same could be ascertained, and, where the same could not be ascertained, according to the actual amount or 'annual value' upon which the assessment to the poor rate was computed. Mr. Dobbs paid no actual rent within the meaning of the Act, being lessee of a house for a long term at a ground-rent. FIELD and BOWEN, JJ. (L. R. 9 Q. B. D. 158), on a construction of the company's Acts—7 Geo. 4, c. xli., s. 27; 15 & 16 Vict. c.

civil.—held that the water rate must be computed on the "net rateable value" of the premises, as appearing from the poor rate assessment, and not on the "gross value." The company appealed. The Court of Appeal (Lord COLERIDGE, C.J., BAGGALLAY and LINDLEY, L.J.J.) reversed the decision of the court below. Lord COLERIDGE, C.J., said that, in his opinion, the special Act, 7 Geo. 4. c. xli., s. 27, pointed out as the basis of assessment the rent—if it could be ascertained—paid from year to year by the tenant to the landlord; where such rent could not be ascertained, the basis indicated was the actual amount or annual value on which the poor rate was assessed. The poor rate was a personal charge according to the ability of the persons rated, which was arrived at by the annual value of their "occupation"; it was, therefore, though in respect of property, a personal charge. The words then of the enactment must have been well understood as meaning the value to the particular occupant. According to the true construction of the enactment, therefore, the rate was to be computed on the full amount of the rent, or the full amount of the value of the premises, to an occupier without deductions. He thought that the same meaning attached to the words "annual value" in the later Act (15 & 16 Vict. c. cxvii.), as in the earlier; it was, therefore, necessary to inquire whether the latter was repealed by the former. BAGGALLAY L.J., and LINDLEY, L.J., concurred, the latter observing that the Act said that the consumer should pay water rate according to the class of house he occupied, to be measured by the occupation rent, or if that was not ascertainable, then according to the annual value on which the poor rate assessment was computed. It was not said on the "net" annual value, and, indeed, it would be a *reductio ad absurdum* to say that the price of the water should vary with the rateable value, thus placing in the hands of the overseers the power of fixing the amount of the water rate.—SOLICITORS, Hollingsworth, Tyerman, & Andrewes; Bircham & Co.

CONTRACT—STATUTE OF FRAUDS, s. 4—INTEREST IN LAND—PROMISE TO DEVISE SUCH INTEREST—PART PERFORMANCE.—In a case of *Humphreys v. Green and another*, before the Court of Appeal at Westminster on the 21st inst., an important question arose as to whether the part performance set forth in the following state of facts was sufficient to exclude the operation of the 4th section of the Statute of Frauds. The plaintiff was the brother and the defendants were the executors of the late John Humphreys, deceased. The action was brought by the plaintiff in respect of a verbal promise alleged to have been made by the deceased in his lifetime to make a will devising certain lands to the plaintiff and his son. The part performance relied upon by the plaintiff consisted in the fact that he had been induced to complete a contract for the purchase of certain other lands from the deceased—which contract he was about to repudiate on the ground of a misunderstanding as to rental—by his representation that he was going to devise to the plaintiff the lands now in question. The deceased had previously made a will by which the plaintiff took an interest in the lands in question, but he had afterwards revoked that will and made another, under which the defendants were appointed executors, and by which the plaintiff was excluded from any interest in the lands in question. Manisty, J., before whom the case was tried at the last Trinity Sittings at Westminster, held that there was no evidence of part performance, and directed a verdict for the defendants. The Queen's Bench Division dismissed a motion for a rule to set aside the verdict, but a rule *nisi* was afterwards obtained in the Court of Appeal for that purpose. The Court of Appeal (BAGGALLAY and BRETT, L.J.J.) discharged the rule. BAGGALLAY, L.J., adhered to the opinion that the judgment of the court in *Alderson v. Maddison* (L. R. 7 Q. B. D. 174), delivered by himself, was correct, and did not require to be qualified, but was fully borne out by the authorities. In the present case the defendants were, in the opinion of the court, without doubt, entitled to judgment.—SOLICITORS, Wright & Piley; Gregory, Rowcliffe, & Co.

MORTGAGOR AND MORTGAGEE—FORECLOSURE—DELIVERY UP OF DEEDS—DISCLAIMER—COSTS.—In a case of *Greene v. Foster*, before Fry, J., on the 19th inst., a question arose as to the right of the plaintiff in a foreclosure action to the delivery up of deeds executed after the date of his mortgage and affecting only the title to the equity of redemption. There was another question as to the right of a disclaiming defendant to costs. The action was brought by a first mortgagee, the only defendant being a second mortgagee. The plaintiff's mortgage was created in November, 1873, by J., the then owner of the property. In December, 1875, J. granted the property, subject to the plaintiff's mortgage, to W. In January, 1878, W. deposited the deed of December, 1875, with the defendant as a security for money advanced by the defendant, together with a written memorandum of deposit. In January, 1880, W. was adjudicated a bankrupt, and in August, 1881, his trustee disclaimed the bankrupt's interest in the mortgaged property. The action was commenced in November, 1881, against the second mortgagee alone, claiming an account of what was due to the plaintiff on his security, and foreclosure in default of payment. In February, 1882, the defendant's solicitors wrote to the plaintiff's solicitor, "We are prepared to consent to the dismissal of the action without costs, and to hand over the release, already settled between you and our client, on payment of the charges for the same." At this time the defendant had not appeared to the writ. The plaintiff's solicitor insisted that the defendant must hand over to the plaintiff the deed of December, 1875, and the memorandum of deposit of January, 1878. The defendant would not consent to this, and the action went on to trial. The defendant appeared, and by his statement of defence he said that he claimed no interest in the mortgaged property, relied upon his solicitor's letter of February, 1882, as a disclaimer, and offered to consent to an immediate order dismissing the action against him without costs up to the date of that letter, but with costs since that date. By his reply the plaintiff insisted that he was entitled to the delivery of the deed of De-

cember, 1875, and the memorandum of deposit, and offered to pay the costs of the deed of disclaimer by the defendant. FRY, J., held that the plaintiff was not entitled to an order for the delivery of the deeds which he claimed, and that the defendant was right in his contention as to the costs. His lordship said he thought the letter of February, 1882, was an unqualified offer to consent to a dismissal of the action without costs. The general rule was that a defendant was entitled to costs after he had disclaimed or had made a proper offer to disclaim. As to the claim of the plaintiff to delivery up of all the deeds relating to the equity of redemption, there were, no doubt, arguments of convenience in favour of the plaintiff's view. It might be important to the plaintiff to be able to show afterwards that he had obtained the foreclosure judgment against the proper parties. On the other hand, the deeds might contain evidence of a debt due to the second mortgagee, and covenants by the mortgagor with him for its payment. There were arguments of convenience on both sides. But, in his lordship's view, there was an established practice. No such form of judgment as the plaintiff asked for was to be found in Seton on Decrees, nor could any other precedent for it be discovered. His lordship could not recollect ever having seen such a form of foreclosure judgment, nor could the registrar or any of the counsel in court. His lordship thought that the claim now made was at variance with the well-established practice of the court. He did not express any opinion as to a case in which a deed affecting the earlier title to the property had got into the hands of the second mortgagee, and where the plaintiff might be able to say that the want of that deed would be a blot on his title. All that he intended to decide was that where the deed showed on its face nothing but a dealing with the equity of redemption, the first mortgagee was not entitled to have it delivered up to him.—SOLICITORS, W. Elgood; Field, Roscoe, & Co.

VOLUNTARY DEED—CONFIDENTIAL AGENT—MEDICAL ADVISER—UNDUE INFLUENCE.—In a case of *Routh v. Wallis*, before Fry, J., on the 13th inst., the action was brought to set aside a voluntary conveyance executed in December, 1877, on the ground that it had been obtained under the undue influence of a person who stood in a confidential relation to the grantor. The plaintiff was a maiden lady, sixty-seven years of age. The defendant was a doctor who had been for many years her father's and her own medical attendant, and he had, as the court held, acted in other ways as her confidential agent. The circumstances under which the gift was made were in dispute. Both parties agreed that it originated in a conversation which took place on September 3, 1877, while the plaintiff was being driven home by the defendant. The plaintiff alleged that the defendant had represented that it was the dying wish of a certain Miss Alsager, who, he said, was on the point of death, that the plaintiff should give him the property; that Miss Alsager was her dearest friend; and that she executed the deed to carry out that wish; that though Miss Alsager lived fifteen months after that date she did not see her or find out that the representation was false till long afterwards. The defendant's version of the conversation was that the plaintiff asked if he knew why Miss Alsager's brother looked very strange when he witnessed a will which the plaintiff had lately made. The defendant said he knew the reason why, and that it was because he thought the plaintiff intended to leave the property in question to the defendant, which she had not done. The plaintiff then said she would make a codicil to her will giving him the property. The defendant said it would be better to give it to him by a deed in his lifetime, and then he should be sure of enjoying it. The plaintiff assented to this, and he instructed his solicitor to prepare a conveyance, which was done. The solicitor was one of the witnesses for the defendant, and he said that he had explained and read over the deed to the plaintiff, but had done so only in the presence of the defendant. The solicitor also said that he told the plaintiff the deed was irrevocable, and she answered that she gave the property to the defendant freely. FRY, J., held that, accepting the defendant's own version of what took place, the deed must be set aside. In *Huguenin v. Bassey* (14 Ves. 300), Lord Eldon said, "The question is, not whether she knew what she was doing, had done, or proposed to do, but how the intention was produced; whether all that care and providence was placed around her, as against those who advised her, which, from their situation and relation with respect to her, they were bound to exert on her behalf." And Lord Eldon added, "I represent the question thus, whether she executed these instruments, not only voluntarily, but with that knowledge of all their effect, nature, and consequences which the defendants were bound by their duty to communicate to her before she was suffered to execute them." The person who stood in a fiduciary relation to another was bound to exert his influence, not for his own benefit, but for the benefit of the person who was subject to it. In the present case the plaintiff talked of making a codicil in the defendant's favour. That would be a revocable instrument. It was the defendant who suggested a deed—a direct suggestion by him, not for the plaintiff's benefit, but for his own. The defendant set the solicitor in motion, and instructed him to prepare the deed, and the solicitor never saw the plaintiff when she was free from the control of the defendant. The solicitor was never told the history of the gift, and was not in a position to shield the plaintiff from the influence exerted over her by the defendant. The plaintiff was never protected as she ought to have been.

It was urged on behalf of the defendant that the plaintiff, having put forward her own version of what took place, which was contradicted by the defendant's story, was not entitled to succeed on his version of the facts. FRY, J., however, held that this was immaterial. He had taken the version which was most favourable to the defendant, his own story, and it was immaterial that that story was partly contradicted by the plaintiff. The defendant had not discharged the onus which lay on him of showing that the transaction was a fair one.—SOLICITORS, Dances & Sons; Bellon, Robbins, & Dusk.

CONTEMPT OF COURT—THREATENED PUBLICATION—INJUNCTION—LETTERS MARKED "PRIVATE"—COMMUNICATION TO SOLICITOR.—In a case of *Kiteat v. Sharp*, before Fry, J., on the 14th inst., the question arose whether the court would restrain by injunction the publication of a document, which publication, if made, would amount to a contempt of court. The plaintiff, a clergyman, had bought some shares in a company through the defendant, who was a broker. The plaintiff alleged that he had been induced to take the shares by false representations contained in letters and circulars sent to him by the defendant, and claimed a declaration to that effect, and consequential relief by way of rescission, or, in the alternative, damages. After the delivery of the statement of claim the defendant sent a letter to the plaintiff which, after reference to the dealings between the parties and the statement of claim, proceeded:—"Such a statement of claim is enough to rouse any man's feelings. I shall have it reprinted, and send it round to the other misguided plaintiffs, asking if it is their intention to send in a *fac simile* tissue of falsehoods; in fact, I should not hesitate a moment in having a few thousands struck off with my remarks (facts, not lies) bringing in the loss I saved you on the 60, and sending them round with copies of my letters to you to the clergy, addressed from the *Clergy List*. You deserve such treatment. Some years since I was done out of £1,100 by a nobleman. I printed all his letters and my replies and sent 4,000 copies (an immense sheet) to the nobility to show the man up. He deserved such treatment. I got sixpence in the pound out of the baron. When I begin I go on. It was not my intention to write to you again, but I could not quietly stand your villainous statement of claim. I wish all London could see it and know the truth. So far as concerns myself and the company you have brought all this business about. It is entirely your own seeking, and may end in a very unpleasant public manner for you. I do not care about £100, but I suppose you imagine by calling me a thief and a liar you will gain your point; if so, it strikes me there will be a vast amount of publicity, for I am determined the whole truth and nothing but the truth shall be known by thousands of the clergy. I will send a copy of correspondence, together with your inequitable claim, and leave them to judge who is in the wrong. I shall not forget you shut the door in my face and handed over letters strictly private and confidential to others. My language is strong, but truthful; your statement of claim is strong, but false." It appeared that a number of similar actions had been brought against the defendant, many of which he compromised, that he had attempted to see the plaintiff, but had met with a refusal, and had addressed letters to him with a view to settlement, marked "private," which the plaintiff had handed over to his solicitor. The plaintiff moved for an injunction to restrain the threatened publication by the defendant, on the ground that it would tend to prevent the fair trial of the action and would be a contempt of court. On behalf of the defendant it was urged that the proper remedy for contempt of court was committal, and that it was useless to grant an injunction the breach of which could only be punished in the same way. Fry, J., granted the injunction. He thought that if the threat contained in the defendant's letter were carried into execution it would tend to prejudice the fair trial of the action. It would be calculated to prejudice the plaintiff, and render it difficult for him to obtain justice if it were on his side. That such a course of action was a contempt he could not entertain the slightest doubt. So long ago as 1742 it was laid down by Lord Hardwicke, in a motion against the printers of the *Champion* and *St. James's Evening Post*, "that nothing is more incumbent on courts of justice than to preserve their proceedings from being misrepresented, nor is there anything of more pernicious consequence than to prejudice the minds of the public against persons, parties in causes, before the cause is finally heard." Further down in the same case he said—"There are three different sorts of contempt—one is scandalizing the court itself. There may be likewise contempt of court in abusing parties who are concerned in causes here. There may be also a contempt of this court in prejudicing mankind against persons before the cause is heard." The acts threatened by the defendant would fall within both the two latter categories. In his lordship's opinion he had jurisdiction to grant the injunction; if he had not, the effect would be that the court, seeing a fair trial was likely to be interfered with, would be powerless to prevent such interference. The jurisdiction had been exercised by Lord Hatherley when Vice-Chancellor, and no case had been produced the other way. The defendant complained that certain letters marked "Private" had been forwarded by the plaintiff to his solicitor; but no person by marking letters "Private" could bind the receiver not to use those letters in a legitimate way.—SOLICITORS, *A. C. Lewis; Learoyd & Co.*

MORTGAGE—FORECLOSURE ACTION—ORDER FOR SALE—CONVEYANCING AND LAW OF PROPERTY ACT, 1881, s. 25.—In a case of *Wade v. Wilson*, before Fry, J., on the 19th inst., a foreclosure action, the question arose whether an order for immediate sale ought to be made at the request of the mortgagee. There were two defendants, the mortgagor and a second mortgagee. The mortgagor had not appeared to the writ; the second mortgagee had appeared, but had made default in pleading. Neither defendant appeared at the trial. Fry, J., held that the account of what was due to the plaintiff on his security must be taken first, and that a sale must be ordered so much of the property as should be sufficient to satisfy what should be found due to the plaintiff.—SOLICITORS, *Coopers.*

WILL—CODICIL—APPOINTMENT OF ADDITIONAL EXECUTOR—GRANT TO ONE EXECUTRIX—RENUCINATION—ADMINISTRATION ACTION—DEATH OF EXECUTRIX—ADMINISTRATION DE BONIS NON.—In the Probate, Divorce, and Admiralty Division on the 20th inst., an application was made to the court (*In the Goods of Elmley*) under the following circumstances:—The testator, by his will, appointed his widow, his brother, and two sisters as executors and trustees, and by a codicil, executed two days before his death,

he appointed Charles Edward Jones, solicitor, "in conjunction with my wife," executrix and trustee. The widow obtained probate of the will and codicil, leave being reserved to the testator's brother and two sisters, if entitled, to come in and prove the will, and to Mr. Jones to come in and prove the codicil. Mr. Jones afterwards renounced probate of the codicil, and the brother and one of the sisters renounced probate of the will. An action for the administration of the estate of the deceased was afterwards commenced in the Chancery Division, the widow being plaintiff, and the four infant children of the testator defendants. The widow having recently died, the chancery proceedings had become suspended, and the court was now moved either to grant administration *de bonis non* to the sister of the testator who had not renounced probate, or to allow Mr. Jones to retract his renunciation. Several cases were cited with a view of showing that it was within the discretion of the court to allow the renunciation to be retracted, but HANNAH, P., said that it was unnecessary to raise that question. The nomination of Mr. Jones in the codicil was not accompanied by any words excluding the executors appointed under the will, and it was, therefore, to be inferred that the testator had not intended that they should be superseded, but simply that his wife might have the benefit of Mr. Jones's legal knowledge and experience in discharging her duties as executrix and trustee. Under these circumstances, he would make the grant to the executrix who had not renounced.—SOLICITORS, *Young, Jones, Roberts, & Hale.*

OBITUARY.

SIR WILLIAM HENRY WALTON.

Sir William Henry Walton, knight, formerly Queen's Remembrancer, died at his residence at Surbiton on the 23rd ult., at the age of eighty-three. Sir W. Walton was the eldest son of Mr. William Walton, of Brasted, Kent. He was educated at Eton and at Brasenose College, Oxford. He was one of the secretaries to Lord Brougham, when Lord Chancellor, and from 1830 till 1836 he was associate and marshal of the Court of Exchequer. He was called to the bar at the Inner Temple in Hilary Term, 1836, and two years later he received from Lord Abinger an appointment as one of the masters of the Court of Exchequer, and as Queen's Remembrancer. He discharged the duties of a master for over thirty years, and in 1874 he retired upon a pension, and shortly afterwards received the honour of knighthood in recognition of his long and valuable public services. Sir W. Walton was married to the daughter of Mr. Charles Legh Hoskyns Master, of Oxted, Surrey.

SIR JOSEPH NAPIER.

The Right Hon. Sir Joseph Napier, baronet, LL.D., formerly Lord High Chancellor of Ireland, died at St. Leonards on the 9th inst. Sir J. Napier was the fourth son of Mr. William Napier, of Belfast, and was born in 1802. He was educated at Trinity College, Dublin, where he graduated B.A. in 1825, and LL.D. in 1850, and he was called to the bar in Ireland in 1831. He became a Queen's Counsel in 1844, and for many years he was one of the recognized leaders of the Irish Bar. He was one of the counsel for the Crown in the *O'Connell* prosecutions, and he was often retained in Irish appeals before the House of Lords. In 1849 he was elected M.P. for the University of Dublin in the Conservative interest, and he held the seat for ten years. In February, 1852, on the formation of the Earl of Derby's first administration, he was appointed Attorney-General for Ireland, and was sworn a member of the Irish Privy Council, but in the following December he was again in opposition. In the Earl of Derby's second administration (from February, 1858, till June, 1859) he was Lord High Chancellor of Ireland, and in 1866 he refused the offer of the office of Lord Justice of Appeal in Ireland. In 1867 he was created a baronet, and in the following year he was sworn a member of the Privy Council in England, and was appointed a member of the Judicial Committee, this being the only instance (until the recent appointment of Lord Fitzgerald) of an Irish ex-judge occupying that position. For several years Sir J. Napier assisted in the hearing of Privy Council appeals, and he only ceased doing so in consequence of deafness. From April till December, 1874, he was a commissioner of the Great Seal in Ireland (jointly with Mr. Justice Barry and the late Master Brooke), and this was his last connection with professional life. Sir J. Napier was Vice-Chancellor of the University of Dublin from 1867 till 1880, and he was a bencher of the King's Inns. He was married in 1830 to the daughter of Mr. John Grace, of Dublin, and he leaves one son and three daughters.

MR. THOMAS PITT TASWELL LANGMEAD.

Mr. Thomas Pitt Taswell Langmead, barrister, Professor of Constitutional Law and History at University College, London, died at Brighton on the 8th inst. Mr. Langmead was the son of Mr. Thomas Langmead, and was born in 1840. He was educated at King's College, London, and, having obtained the Tancred Law Studentship, he was called to the bar at Lincoln's Inn in Easter Term, 1863. He afterwards proceeded to the degree of B.C.L. at St. Mary Hall, Oxford, where he was placed in the first class in law and modern history in 1866. In the same year he obtained the Stanhope Prize, and, in the following year, he was Vinerian Law Scholar. Mr. Langmead had practised for many years as a conveyancer, and he was well known as a writer on legal subjects. He was the author of an "English Constitutional History," and editor of the *Law Magazine*. He was for several years tutor in constitutional law and legal history at the Inns of Court, and only a few months ago he was appointed professor of constitutional law and history at University College, London.

MR. EDMUND THOMAS.

Mr. Edmund Thomas, barrister, died of consumption on the 8th inst. He was born in Chancery-lane on the 25th of October, 1842, and was the second son of the late Mr. Sergeant Thomas. Having obtained a thorough grounding in special pleading in the late Mr. David Gibbons' chambers, he was called to the bar at the Middle Temple, in 1865, and very soon obtained a fair share of practice. He had much of his father's power of seeing the temper of a jury, and was very successful in obtaining verdicts. During the last few years he practised a good deal at the metropolitan county courts, where his open-hearted, generous disposition and manner of conducting his cases made him popular with judges and officials. At the commencement of his career he wrote a good deal for the journals, and among his other writings are some poems of great merit.

MR. GEORGE ENGLAND.

Mr. George England, solicitor, of Howden and Goole, died at Howden, on the 11th inst., at the age of seventy. Mr. England was born at Howden in 1812. He was admitted a solicitor in 1836, and he had for about forty-five years resided and practised at Howden, having also offices at Goole. His son, Mr. George England, jun., who was admitted a solicitor in 1870, had been for several years associated in partnership with him. Mr. England was a perpetual commissioner for the East and West Ridings of Yorkshire, and he had an important private business, and had held several local appointments. He was formerly clerk to the Howden Board of Guardians and superintendent registrar for the district. He was for forty years clerk to the county magistrates at Howden, and he was also clerk to the trustees of Garthorpe's Charities, and to the Bishopscott Commissioners of Sewers. His death was caused by an attack of erysipelas, but his health had for several years been failing. Mr. England was a widower. He was buried on the 14th inst.

LEGAL APPOINTMENTS.

Mr. CORNELIUS NEALE DALTON, barrister, inspector of local loans and local Acts at the Local Government Board, has been appointed one of the Assistant Secretaries to the Board, in succession to Mr. John Francis Rotton, who has been appointed Legal Adviser to the Board. Mr. Dalton was called to the bar at the Inner Temple in Hilary Term, 1871.

Mr. ALFRED TRISTRAM LAWRENCE, barrister, has been appointed Junior Counsel to the Admiralty, in succession to Mr. Frederick Albert Bosanquet, Q.C. Mr. Lawrence was educated at Trinity Hall, Cambridge, where he graduated in the first class of the Law Tripos in 1866. He was called to the bar at the Middle Temple in Hilary Term, 1869, and he practises on the Oxford Circuit, and at the Staffordshire and Herefordshire Sessions. Mr. Lawrence is a magistrate for Monmouthshire, and in 1880 he was a commissioner for inquiring into the existence of corrupt practices in the city of Chester.

Mr. ROBERT ALFRED DALLAS BEECHING, solicitor (of the firm of Fearless & Beeching), of Tunbridge Wells, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. JOSEPH ARTHUR WAGHORN GREATHEAD, solicitor, of Chatham, Rochester, and Strood, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. JOHN CHILDS, solicitor (of the firm of H. J. & T. Child), of Doctors' Commons, has been appointed Clerk to the Ward of Walbrook, in the place of the late Mr. H. Child, who held the office for many years.

Mr. SAMUEL JOHN TOMBS, solicitor, of Droitwich, has been appointed Registrar of the Droitwich County Court (Circuit No. 23), on the resignation of his father, Mr. Samuel Tombs, who is also town clerk of Droitwich. Mr. Tombs, jun., was admitted a solicitor in 1871.

Mr. FREDERICK GORDON TEMPLER, barrister, has been appointed a District Judge in the Island of Cyprus. Mr. Templer was called to the bar at the Inner Temple in Michaelmas Term, 1872. He has practised on the Western Circuit, and at the Dorsetshire Sessions.

Mr. JOHN OXLEY, solicitor, of Rotherham, has been appointed Clerk to the Magistrates for that borough. Mr. Oxley was admitted a solicitor in 1847. He is clerk to the county magistrates and to the Commissioners of Taxes at Rotherham.

The Right Hon. WILLIAM MOORE JOHNSON, Q.C., M.P., Attorney-General for Ireland, has been appointed a Judge of the Queen's Bench Division in Ireland, in succession to the Right Hon. Lord Fitzgerald. Mr. Justice Johnson is the son of the Rev. William Johnson, and was born in 1828. He is an M.A. of Trinity College, Dublin. He was called to the bar at Dublin in 1853, and he became a Queen's Counsel in 1872. He was law adviser to the Lord Lieutenant from 1868 till 1874, and Solicitor-General for Ireland from April, 1880, till August, 1881, when he was appointed Attorney-General and was sworn a member of the Irish Privy Council. He was elected M.P. for the borough of Mallow in the Liberal interest in May, 1880.

Mr. THOMAS WILDMAN BARKER, solicitor (of the firm of Barker & Clarke), of Southport, deputy-coroner for the West Derby Division of Lancashire, has been elected Coroner for that division. Mr. Barker was admitted a solicitor in 1858.

Mr. HENRY WINDYBANK, solicitor, of 63, Finsbury-pavement, E.C., has been elected a Member of the Court of Common Council for the Coleman-street Ward.

NEW ORDERS, &c.

HIGH COURT OF JUSTICE.—CHANCERY DIVISION.

ORDER OF COURT.

Friday, the 22nd day of December, 1882.

Whereas the Honourable Sir Edward Ebenezer Kay, one of the justices of the High Court of Justice, attached to the Chancery Division of the said court, is about to proceed on circuit, and whereas it has been represented to me that the state of the business now pending before the said judge is such that provision should be made for hearing and determining during his absence causes and matters which have been assigned to and are now pending in his court. I, the Right Honourable Roundell Baron Selborne, Lord High Chancellor of Great Britain, do therefore order that all causes and matters which have been assigned to and are now pending before the said judge be transferred on Thursday, the 11th day of January, 1883, and until further order to the Honourable Sir John Pearson, one of the justices of the High Court attached to the Chancery Division of the High Court of Justice, to be heard and disposed of by him so far and to such extent as he shall consider necessary or expedient. And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

SELBORNE, C.

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CATTLE STEEL AND IRON WORKS COMPANY, LIMITED.—Petition for winding up, presented Dec 18, directed to be heard before Chitty, J., on Jan 13. Gregory and Co, Bedford row, agents for Downing and Hancock, Cardiff, solicitors for the petitioner.

CLIVINGTON BREWERY COMPANY, LIMITED.—Bacon, V.C., has, by an order dated Dec 14, appointed Richard Watson, 12, Hargreaves st, Burnley, to be official liquidator.

C. W. MITCHELL AND COMPANY, LIMITED.—Creditors are required, on or before Jan 20, to send their names and addresses, and the particulars of their debts or claims, to George Chandler, 15, Coleman st. Tuesday, Feb 6, at 12, at chambers of Fry, J., is appointed for hearing and adjudicating upon the debts and claims.

DELAUNE'S EXTRACT OF BEEF COMPANY, LIMITED.—By an order made by Kay, J., dated Dec 15, it was ordered that the company be wound up. Wragg, Great St Helen's, solicitor for the petitioner.

DEVON AND CORNWALL DAIRY FARM COMPANY, LIMITED.—Petition for winding up, presented Dec 20, directed to be heard before Fry, J., on Jan 12. Heritage, Farnival's inn, solicitor for the petitioner.

GENERAL SHARE TRUST COMPANY, LIMITED.—Kay, J., has, by an order dated Dec 6, appointed William Lewis Clifton Browne, 5, Queen st, Champsade, to be official liquidator.

HONDURAS INTER-OCEANIC RAILWAY COMPANY, LIMITED.—Petition for winding up, presented Dec 21, directed to be heard before Chitty, J., on Jan 13. Rogers, Serjeants' inn, Fleet st, solicitor for the petitioner.

PROXIM ELECTRIC LIGHT AND POWER COMPANY, LIMITED.—Petition for winding up, presented Dec 19, directed to be heard before Fry, J., on Jan 12. Longcroft and Myers, Clement's inn, solicitors for the petitioners.

[Gazette, Dec. 22.]

ASPHALTIC ROAD PAVING COMPANY, LIMITED.—Bacon, V.C., has, by an order dated Dec 15, appointed Frederick William Smith, Bond Court House, Walbrook, to be provisional official liquidator.

BOURNE BRICK AND LIME COMPANY, LIMITED.—By an order made by Chitty, J., dated Dec 16, it was ordered that the voluntary winding up of the company be continued. Lovell and Co, Gray's inn sq, agents for Drutt, jun, Bourne-mouth, solicitor for the petitioners.

CHARLES HAMPTON AND COMPANY, LIMITED.—By an order made by Fry, J., dated Dec 15, it was ordered that the company be wound up. Stokes, Chancery lane, solicitor for the petitioners.

GATES BREWERY COMPANY, LIMITED.—Chitty, J., has, by an order dated Dec 15, appointed Frederick Whinney, 8, Old Jewry, to be official liquidator.

LONDON METAL AND CHEMICAL COMPANY, LIMITED.—Bacon, V.C., has, by an order dated Dec 19, appointed Dacre Trevor Roper, 20, Sadbourn rd, Brixton, to be official liquidator.

MYNED GORDON LEAD MINE, LIMITED.—By an order made by Bacon, V.C., dated Dec 16, it was ordered that the mine be wound up. Rogers and Chave, Great Winchester st bldg, solicitors for the petitioner.

NEWMARKET COALMINE, BRICKWORKS, AND POTTERY COMPANY, LIMITED.—Fry, J., has, by an order dated Dec 9, appointed Frederick George Painter, 2, Moorgate st bldg, to be official liquidator. Creditors are required, on or before Jan 20, to send their names and addresses, and the particulars of their debts or claims, to the above.

Monday, Feb 6, at 12, at chambers of Fry, J., is appointed for hearing and adjudicating upon the debts and claims.

NORFOLK AND NORWICH ANGLING, BOATING, AND PLEASURE GROUNDS COMPANY, LIMITED.—Fry, J., has, by an order dated Dec 21, appointed Robert Baldry, Tombland, Norwich, to be official liquidator.

SPENCER'S METAL MANUFACTURING COMPANY, LIMITED.—By an order made by Chitty, J., dated Dec 16, it was ordered that the voluntary winding up of the company be continued. Abrahams and Co, Old Jewry, solicitors for the petitioner.

[Gazette, Dec. 26.]

UNLIMITED IN CHANCERY.

BURRY PORT AND GWYNEDD VALLEY RAILWAY COMPANY.—Creditors are required, on or before Feb 1, to send their names and addresses, and the particulars of their debts or claims, to Messrs. Hoggood, Foster, & Dawson, 17, Whitehall place. Friday, Feb 16, at 3, at chambers of Kay, J., is appointed for hearing and adjudicating upon the debts and claims.

[Gazette, Dec. 22.]

NO. 3 PERMANENT MONEY SOCIETY.—Chitty, J., has, by an order dated Oct 20, appointed Thomas Pendleton, 6, Edward st, Birmingham, to be official liquidator.

[Gazette, Dec. 26.]

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

HODGSON AND STRAD, LIMITED.—By an order made by Brinklow, V.C., dated Dec 14 it was ordered that the winding up of the company be continued. Roote and Edgar, Manchester, solicitors for the petitioner.

[Gazette, Dec. 22.]

GIDLOW IRON AND COAL COMPANY, LIMITED.—The Vice-Chancellor has, by an order dated Dec 18, appointed Charles Marshall, 22, South st, Manchester, to be official liquidator.

[Gazette, Dec. 22.]

UNLIMITED IN CHANCERY.
MANCHESTER ECONOMIC BUILDING SOCIETY.—By an order made by Bristowe, V.C., dated Dec 18, it was ordered that the voluntary winding up of the society be continued. A. and G. W. Fox, Manchester, solicitors for the petitioner [Gazette, Dec. 26.]

FRIENDLY SOCIETIES DISSOLVED.

COUNT BEE ANCIENT ORDER OF FORESTERS' FRIENDLY SOCIETY, George and Dragon Inn, Birtwistle, Lancaster. Dec 19
MUSICAL INSTRUMENT MAKERS' BENEFIT SOCIETY, 91, Lower Broughton rd, Salford, Lancaster. Dec 19

COMMERCIAL CO-OPERATIVE AND INDUSTRIAL SOCIETY, LIMITED, 38, Great Prescott st, E. Dec 21

SUSPENDED FOR THREE MONTHS.

RESOURCE FRIENDLY SOCIETY OF WOMEN, William the Fourth Inn, Birtley, Durham. Dec 22

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.
LAST DAY OF PROOF.

AMOS, WILLIAM EAGLES, High st, Shadwell, Carman. Jan 31. Butt v Amos, Fry, J. Funston, Finsbury pavement
CAUTLEY, SIR PROBY THOMAS, K.C.B., The Avenue, Sydenham park. Feb 1. Cautley v Desborough, Kay, J. Desborough, Finsbury pavement
FRIST, WILLIAM NORMAN, Richmond rd, Hackney, Gent. Jan 10. Denham and Co v Frost, Chitty, J. Strong, Bishopsgate at Within
KNEESHAW, WILLIAM, Pickering, York, Ironmonger. Jan 15. York Union Banking Company v Kneeshaw, Bacon, V.C. Whitehead, Pickering
MOOREHOUSE, JAMES, Ilkley, York, General Dealer. Jan 23. Smith v Moorehouse, Kay, J. Watson and Dickson, Bradford
QUINTERMAINE, MARY ANN, High st, Homerton, Licensed Victualler. Jan 31. Rowles v Smith, Fry, J. Clapham, Bishopsgate Without
SMITH, JANE, Burton, Westmoreland. Jan 30. Jackson v Spencer, Kay, J. Fearnside, Liverpool
THOMAS, JOHN, Carmarthen, Weaver. Jan 22. Watkins v Marsh, Chitty, J. Thomas, Carmarthen
WALKER, MICHAEL, Clapham rd, Clapham, Gent. Jan 18. Cordeux v Walker, Chitty, J. Coldham, New inn, Strand

ADAMS, ELIZABETH, Wilberforce ter, South Hornsey. Jan 23. Jacobs v Jacobs, Chitty, J. Comins, Gt Portland at
CADOGAN, MARY, Somerset st, Portman sq. Feb 1. Cadogan v Palagi, Kay, J. Dawson, New sq, Lincoln's inn
CARTER, WILLIAM, Belchamp St Paul's, Essex, Farmer. Jan 23. Carter v Willson, Chitty, J. Bellingham, Sadron Walden
CLARK, THOMAS JOHN, Weston, Lincoln, Farmer. Jan 23. Clark v Clark, Chitty, J. Ingoldby, Louth
CHILD, HENRY, Downs rd, Lower Clapton, Solicitor. Jan 31. Child v Child, Bacon, V.C. Child, Paul's Bakehouse ct, Doctor's Commons
HELMESLEY, VISCOUNT, Pont st, Belgrave sq. Feb 2. Burnell v Earl of Feversham, Kay, J. Parkin and Co, New sq, Lincoln's inn
HOWELL, EDGAR HARRY, Philipot lane, Wine Merchant. Jan 29. Gonzalez Byass and Co v Howell, Kay, J. Phelps and Co, Groschen st
KELLY, MARGARET, Tynemouth, Northumberland. Jan 30. Robson v Robson, Kay, J. Curtis-Hayward, Chancery lane
LANGLEY, GEORGE RICHARD, Stockwell park rd, Esq. Jan 20. Langley v Mathew, Kay, J. Fladgate, Craven st, Strand
MAXWELL, WILFRED CONSTABLE, Anderson st, Chelsea, Esq. Feb 1. Maxwell v Maxwell, Chitty, J. Gordon, Bedford row
MILLS, EDWIN, Scratage Hoston, Brickmaker. Feb 1. Woodbridge, Lacy, and Co v Spicer, Chitty, J. Woodbridge, Clifford's inn, Fleet st
RODGERS, ROBERT, Staveley, Derby, Farmer. Jan 30. Rodgers v Oates, Chitty, J. Humble, Chesterfield
SHAGRE, ELIZABETH, Isleworth. Jan 24. Seeley v Briggs, Bacon, V.C. Westcott, Strand
WOODWARD, THOMAS, Worcester, Silversmith. Jan 30. Deakin v Carter, Kay, J. Quirell, Worcester

CREDITORS UNDER 22 & 23 VICT. CAP. 35.
LAST DAY OF CLAIM.

BALDWIN, HANNAH MYRA, St Helen's, Crystal Palace Park rd, Sydenham. Jan 31. Hand and Co, Stafford
BOWEN, HENRY, Romford, Essex, Retired Poulterer. Jan 17. Smith, Furnival's inn, Holborn
BROWN, FRANCIS, Bromsgrove, Worcester, Gent. Mar 25. Sanders, Bromsgrove
BROWN, THOMAS, Crediton, Devon, Gent. Feb 1. Sparks and Pope, Crediton
COWPERWATTE, MARY ANN, Ardwick, Lancaster. Jan 7. May, Macclesfield
GORD, RICHARD, Fritchville gardens, Shepherd's Bush, French Polisher. Feb 14. Laundry, Cecil st, Strand
HARWOOD, WILLIAM HARDIN, East Grinstead, Sussex, Gent. Jan 10. Hasties, Lincoln's inn fields
HUSSEY, WILLIAM, Lillieshall rd, Clapham, Gent. Jan 17. Smith, Furnival's inn, Holborn
JENNER, JAMES, Withyham, Sussex, Mason. Feb 1. Head, Cannon st
MILBANE, MARY, Well, York, Esq. Jan 1. Wise, Ripon
MILLER, WILLIAM, Market Harborough, Leicester, Butcher. Feb 1. Cave, Market Harborough
MORRIS, WALTER, Dewall, Hereford, Farmer. Feb 13. James and Bodenham, Hereford
MOSSOP, THOMAS, Ashton under Lyne, Lancaster, Tailor. Feb 20. Gartside and Robinson, Ashton under Lyne
PETER, JOHN BENNETT, Westwick House, Norfolk, Esq. Feb 1. Keith and Co, Norwich
POOL, WILLIAM, Bullington, Lincoln, Farmer. Tweed and Co, Lincoln
RICHARDSON, WILLIAM, Ford, Northumberland, Farmer. Jan 23. Sanderson and Weatherhead, Berwick upon Tweed
ROBINSON, JAMES, Halifax, York, Farmer. Jan 8. Ingram and Huntriss, Halifax
SEYMOUR, WILLIAM, Cambridge, Builder. Dec 28. Ginn and Matthew, Cambridge
SUTTON, GEORGE, Porton, Wilts, Farmer. Feb 1. Wilson, Salisbury
TAYLOR, THOMAS, Harborne, Stafford, Gent. Jan 26. Buller and Co, Birmingham
TOOMER, JOHN, Swindon, Wilts, Coal Merchant. Feb 1. Kinner and Tombs, Swindon
TUFF, GEORGE, Wardour st, Soho, Gent. Jan 30. Lott, Great George st, Westminster
WARRER, SARAH, Damerham, Wilts. Jan 20. Davy, Fordingbridge
WEITAKE, JAMES SNAPE, North Walsham, Norfolk, surgeon. Jan 10. Harris, Finsbury circus
WILLIAMS, RICHARD, Llanddeiniolen, Carnarvon, Farmer. Jan 18. Roberts, Bangor
WINSLAND, JOHN ANTHONY, Great Pulteney st, St James, Westminster, Oilman. Jan 16. Carr and Co, Vigo st
WOOLSCROFT, JOHN, Cullow, Derby, Farmer. Feb 1. Holland and Rigby, Ashborne

[Gazette, Dec. 19.]

COURT PAPERS.

THE WINTER CIRCUITS.

North Wales Circuit (Lord Coleridge, C.J.).—Saturday, January 13, Welshpool; Wednesday, January 17, Dolgelly; Saturday, January 20, Carnarvon; Wednesday, January 24, Beaumaris; Friday, January 26, Ruthin; Tuesday, January 30, Mold; Friday, February 2, Chester and city. South Wales Circuit (Brett, L.J.).—Friday, January 19, Haverford west and town; Monday, January 23, Cardigan; Wednesday, January 24, Carmarthen and borough; Saturday, January 27, Brecon; Wednesday, January 31, Presteigne; Friday, February 2, Chester and city; Friday, February 9, Cardiff. Western Circuit (Beggallay, L.J., and Grove, J.).—Thursday, January 11, Devizes; Monday, January 15, Winchester; Saturday, January 20, Dorchester; Tuesday, January 23, Exeter and city; Monday, January 29, Bodmin; Thursday, February 1, Taunton; Tuesday, February 6, Bristol. Midland Circuit (Cotton, L.J., and Cave, J.).—Thursday, January 11, Aylesbury; Monday, January 15, Bedford; Thursday, January 18, Northampton; Monday, January 22, Leicester and borough; Friday, January 26, Oakham; Saturday, January 27, Lincoln and city; Thursday, February 1, Nottingham and town; Wednesday, February 7, Derby; Monday, February 12, Warwick. North-Eastern Circuit (Denman and Day, J.J.).—Thursday, January 11, Newcastle and town; Thursday, January 18, Durham; Thursday, January 25, York (North and East Riding and city); Wednesday, January 31, Leeds (West Riding of York); South-Eastern Circuit (Field and Mathew, J.J.).—Thursday, January 11, Lewes; Tuesday, January 16, Maidstone; Monday, January 22, Chelmsford; Thursday, January 25, Hertford; Monday, January 29, Huntingdon; Wednesday, January 31, Cambridge; Saturday, February 3, Norwich and city; Friday, February 9, Ipswich. Oxford Circuit (Huddleston, B., and North, J.).—Thursday, January 11, Reading; Monday, January 15, Oxford; Thursday, January 18, Worcester and city; Wednesday, January 24, Stafford; Saturday, February 3, Shrewsbury; Wednesday, February 7, Hereford; Friday, February 9, Monmouth; Tuesday, February 13, Gloucester and city. Northern Circuit (Williams and Kay, J.J.).—Thursday, January 11, Appleby; Monday, January 15, Carlisle; Thursday, January 18, Lancaster; Saturday, January 20, Manchester; Thursday, February 1, Liverpool. Pollock, B., and Manisty, J., will open the commission at Kingston on Monday, February 5, for the trial of prisoners and causes only in which the cause of action arose in the county of Surrey. Pollock, B., Manisty, Hawkins, Lopes, and Stephen, J.J., will remain in town.

BIRTHS.

ANDREWS.—Dec. 27, at 29, Stanley-gardens, Haverstock-hill, the wife of John Andrews, solicitor, of a son.
COPINGER.—Dec. 20, at The Priory, Manchester, the wife of W. A. Copinger, barrister-at-law, of a daughter.

DEATH.

SHEPPARD.—Dec. 22, at Brompton, Edmund Sheppard, of the Inner Temple, barrister-at-law, and one of the Judges of the Supreme Court of Queensland, Australia, aged 66.

LONDON GAZETTES.

Bankrupts.

FRIDAY, Dec. 22, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Emerson, Horace, Featherstone bldgs, Holborn, Solicitor. Pet Dec 20. Brougham. Jan 16 at 11
Kagenbusch, John Peter, Glengall rd, Old Kent rd, Manufacturing Chemist. Pet Dec 21. Hazlitt. Jan 17 at 12
Rose, William John Preston, Oxford st, Wine Merchant. Pet Dec 10. Murray. Jan 10 at 2
Salmon, Thomas William, Leytonstone, Dairyman. Pet Dec 21. Hazlitt. Jan 17 at 12.30
Meredith, Richard, Leeds, Hosier. Pet Dec 20. Marshall. Leeds, Jan 10 at 11
Ponsonby, John Harrison, Oldham, Lancaster, Solicitor. Pet Dec 12. Tweed. Oldham, Jan 5 at 11
Thomas, George, Monkton, Pembroke, Builder. Pet Dec 18. Parry. Pembroke Dock, Jan 8 at 2

TUESDAY, Dec. 26, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Hawgood, Charles Samuel, Clarendon rd, Notting hill, Clothier. Pet Dec 23. Brougham. Jan 16 at 12
Robinson, Samuel, Howard Robinson, and Russell Robinson, Lendenhall st, Timber Merchants. Pet Dec 18. Pepps. Jan 17 at 11
Waller, Edmund, Mark lane, Wharfinger. Pet Dec 22. Pepps. Jan 17 at 12.30
Forsyth, John, Keswick, Cumberland, Draper. Pet Dec 21. Waugh. Cockermouth, Jan 11 at 12.30
Kitching, William, and Frank Kirby, Huddersfield, Woollen Merchants. Pet Dec 18. Jones. Huddersfield, Jan 8 at 11
Rooke, Algernon W, Wolside, Lynton, Gent. Pet Dec 22. Daw, jun. Southampton, Jan 11 at 12
Rudeford, Levi John, Redhill, Surrey, Builder. Pet July 7. Rowland. Croydon, Jan 9 at 3
Shardlow, Thomas Wright, Meaford, near Stone, Stafford, out of business. Pet Dec 18. Spilsbury. Stafford, Jan 11 at 12.30

BANKRUPTCIES ANNULLED.

FRIDAY, Dec. 22, 1882.

Jimenez, Antonio Ygnacio, Servando Goff Jimenez, and Ernest Edward Jimenez, Crutched Friars, General Merchants. Dec 19
Pulham, C A, Drayton park, Holloway, Wholesale Confectioner. Dec 19
Hill, George Nathaniel, Northampton, Builder. Dec 13

Liquidations by Arrangement.
FIRST MEETINGS OF CREDITORS.
FRIDAY, Dec. 23, 1882.

Adams, Jane, and Jacob Adams, Bradford, Wilts, Postmasters. Jan 3 at 11.30 at Swan Hotel, Bradford. Jones, Trowbridge
 Anthony, Arthur, Lissos grove, Marylebone rd, Baker. Jan 1 at 2 at office of Miller and Co, Chancery lane
 Baber, William Joel Edward, Navestock, Essex, Farmer. Jan 3 at 2 at White Hart Hotel, Romford. Negus, Lincoln's inn fields
 Bailey, John, Nottingham, Auctioneer. Jan 3 at 4 at office of Cockayne, Fletcher gate, Nottingham
 Barron, Robert Rodley, Edwin Barron, and Charles Hirst, Carnaby st, Golden square, Rag Merchants. Jan 3 at 12 at office of Marshall, Chancery lane
 Beckwith, George William, Forest Gate, Essex, Builder. Jan 11 at 2 at office of MacArthur and Co, John st, Bedford row
 Beston, Christopher Joseph, Eastbourne, School Master. Jan 5 at 3 at office of Champion and Co, Terminus rd, Eastbourne
 Bewick, James, Burnley, Lancashire, out of business. Jan 4 at 3 at Rawlinson's Commercial Hotel, St James row, Burnley. Proctor and Co, Burnley
 Bilton, Jacob, Bury et, St Mary Axe, Merchant. Jan 15 at 2 at office of Ashdown, Gresham st. Le Voi, Lombard st
 Bloomer, Boaz, Gateshead, Iron Manufacturer. Jan 3 at 3 at office of Sewell, Grey st, Newcastle upon Tyne
 Bond, Claude Hamilton, High rd, Tottenham, Dyer. Jan 4 at 1 at office of Moss, Gracechurch st
 Booth, Thomas, Huddersfield, Plumber. Jan 8 at 3 at office of Barker and Co, Bank chbrs, Market pl, Huddersfield
 Buck, Thomas, Jun, Gargrave, Innkeeper. Jan 3 at 2 at Midland Hotel, Skipton. Wright, Skipton
 Butcher, Thomas, Middlesbrough, Grocer. Jan 3 at 10 at Tradesmen's Protection Association Ltd, Northbrook bldgs, Linthorpe rd, Middlesbrough. Jackson and Jackson, Middlesbrough
 Carr, Charles, Newsholme Park, nr Howden, York, Farmer. Jan 9 at 11 at office of Barton, New lane, Selby
 Canfield, Bernard Sackville, Manchester, Tailor. Jan 5 at 3 at office of Thomas and Co, Bown st, Manchester. Ryeroff, Manchester
 Cherrholme, Joseph, Barnsley, Painter. Jan 6 at 4 at office of Gray, Eastgate, Barnsley
 Collier, Thomas Wilkins, Llanelly, Carmarthen. Jan 4 at 12 at office of Sneed, Llanelly
 Cooper, Thomas, Kidderminster Foreign, Worcester, Market Gardener. Jan 2 at 3.30 at office of Corbet, Church st, Kidderminster
 Connelley, Charles Eyre, Heckmondwike, York, Medical Practitioner. Jan 5 at 3 at the Royal Hotel, Dewsbury. Iveson and Macaulay, Heckmondwike
 Cragg, Robinson, Keighley, York, Innkeeper. Jan 10 at 3 at offices of Robinson and Robinson, North st, Keighley
 Crick, Alfred William, Northampton, Brewer. Jan 6 at 2 at offices of Roche, St Giles st, Northampton
 Cruth, Abraham, Hanham, Gloucester, Farmer. Jan 2 at 2 at offices of Clifton and Carter, Broad st, Bristol
 Davies, Daniel, Cardigan, Wine Merchant. Jan 3 at 11.30 at offices of Griffiths, St Mary st, Carmarthen
 Digwood, James, Hereford, out of business. Jan 3 at 12 at offices of Llanwarne, St John st, Hereford
 Dimmock, John, Hanley, Stafford, Earthenware Manufacturers' Manager. Jan 6 at 11 at offices of Snow, Chesapeake, Hanley
 Dimmock, Thomas, and Samuel Wood, Hanley, Stafford, Earthenware Manufacturers. Jan 5 at 11.30 at North Staffordshire Hotel, Winton sq, Stoke-upon-Trent. Coopers, Newcastle
 Dowerick, Francis George, St Mawes, Cornwall, Bootmaker. Jan 9 at 12 at offices of Lane, Grove place, Falmouth
 Eley, John, Wormingford, Essex, Farmer. Jan 6 at 12 at offices of Smith, North hill, Colchester
 Ferber, John, St Helens, Lancaster, Railway Wagon Builder. Jan 8 at 3 at offices of Barrow and Cook, Liverpool rd, St Helens
 Forester, William Henry, Sketty pk, nr Swansea, Glamorgan, Iron Merchant. Jan 9 at 2.30 at office of Stricks and Bellingham, Fisher st, Swansea
 Fox, Thomas Roby, Sharples, nr Bolton, Lancaster, Wine and Spirit Merchant. Jan 9 at 10 at Public Sale Rooms, Bowker's row, Bolton. Fielding, Bolton
 Gaskill, John, Saltley, nr Birmingham, Builder. Jan 5 at 12 at Queen's Hotel, Stephenson pl, Birmingham. Johnson and Co, Birmingham
 Garner, Thomas, Abergyswith, Cardigan, Confectioner. Dec 30 at 11 at office of Griffith and Co, Great Darlington st, Abergyswith
 Gell, George, Stretford, Lancaster, Painter. Jan 4 at 3 at office of Connor, King st, Manchester
 Gibson, George Frank, Bounds Green rd, Wood Green, Flour Factor. Jan 5 at 2 at office of Len, Old Jewry chbrs
 Glaw, Thomas, Burringham, Lincoln, Grocer. Jan 4 at 2 at office of Pickering, Parliament st, Kingston upon Hull. Laverack, Hull
 Gussling, George Matthew, Earl Stunham, Suffolk, Miller. Jan 4 at 12 at King's Head Hotel, Stowmarket. Hayward
 Gray, Henry, New Windsor, Berks, Builder. Jan 8 at 3 at office of Long and Co, Park st, New Windsor
 Green, John, Kinver, Stafford, Wheelwright. Jan 3 at 11 at office of Rogers and Jordan, High st, Stourbridge
 Groves, Rev William, Winterton, Norfolk. Jan 8 at 12 at office of Wiltshire, Great Yarmouth
 Griffiths, Josiah, and Stephen Jenkins, Pontardulais, Glamorgan, Tin Plate Manufacturers. Jan 2 at 3 at office of Tribe and Co, Temple st, Swansea. Thomas, Swansea
 Grimmer, Robert, Gt Yarmouth, Confectioner. Jan 8 at 12 at office of Harmer and Ruddock, Hall plain, Gt Yarmouth
 Harland, John, Darlington, Hay Dealer. Jan 2 at 3 at office of Draper, Finkle st, Stockton on Tees
 Hickman, George Nairne, Thames Ditton, Gent. Jan 19 at 3 at Wheatsheaf Tavern, Market pl, Kingston on Thames. Roberts, Union Bank bldgs, Ely pl
 Hobbs, William, Canterbury rd, Maida Vale, Horse Dealer. Dec 30 at 3 at office of Lamb, Southampton bldgs, Chancery lane
 Holden, John, Billingshurst, Sussex, Baker. Jan 10 at 12 at office of Bedford and Henwood, Horsham
 Humphrey, Henry, Forest Hill, Tobaccoist. Jan 10 at 3 at office of Banks, Coleman st, Martin and Banks, Queen st, Cheapside
 James, Emanuel Lewis, and Samuel Lazarus, Hansell st, Jewin st, Fancy Goods Importers. Jan 8 at 3 at office of Lockyer, Gresham bldgs, Basinghall st
 Jennings, William, St Ewe, Cornwall, Farmer. Jan 5 at 2 at Townhall, St Austell
 Kenyon and Stephens, St Austell
 Lee, Henry, and Carodog Emlyn Jones, Cardiff, Tailors. Jan 10 at 1 at office of Tribe and Co, Albion chbrs, Bristol. Collingwood, Brecon
 Lecky, Frederick Hadyn, Walsall, Stafford, out of business. Jan 2 at 12 at office of Baker, Bridge st, Walsall
 Lewis, Josiah Henry, Swansea, Hairdresser. Jan 2 at 12 at Gore House Hotel, Goat st, Swansea
 Luby, Henry, Manchester, Plumber. Jan 9 at 11 at office of Sherratt, Cooper st, Manchester
 Lyall, Edmund, Bristol, Grocer. Jan 10 at 2 at office of Pitt, John st, Bristol. Burdett, Bristol
 Lyall, Edward John, Fakenham, Norfolk, out of business. Jan 8 at 11.30 at Inns of Court Hotel, Holborn, Tillett, Norwich

Lewis, Samuel, Porthcawl, Glamorgan, Grocer. Jan 1 at 3.30 at Royal Hotel, St Mary st, Cardiff. Vaughan, Merthyr Tydfil
 Loft, Frederick George, Sheerness, Grocer. Jan 1 at 23 at 27, Lincoln's inn fields. Stallon, Sheerness
 Long, William Mortimer, Brighton, Tobaccoist. Jan 10 at 3 at office of Cooper and Williams, Middle st, Brighton
 Longman, Henry, Hackney rd, Dyer. Jan 4 at 2 at office of Armstrong, Chancery lane
 McGuinness, William, Liverpool, Licensed Victualler. Jan 9 at 2 at office of Murphy, Crosshall st, Liverpool
 Munn, John, King's Norton, Worcester, Builder. Jan 3 at 11 at office of Eaden, Bennets hill, Birmingham
 Nevison, Robert, South Stockton, York, Tailor. Jan 11 at 11 at office of Trotter and Langley, Railway ter, South Stockton
 Nicholls, James, Downton, Wilts, Draper. Jan 5 at 12 at office of Nodder and Gater, City chbrs, High st, Salisbury
 Officer, Edmund, William Officer, George Officer, and William Greenwood, Heywood, Lancaster, Cotton Manufacturers. Jan 4 at 3 at office of Todd, York st, Heywood
 Pembo, Charles, Fleet st, Advertising Agent. Jan 12 at 3 at office of Gossnell, Moorgate st
 Pickford, Thomas Patmore, King William st, Wine Merchant. Jan 11 at 3 at office of Bridger, Botolph lane, Eastcheap
 Poole, Reginald Clande, and Arthur Swaine Pott, Queen Victoria st. Mantle Makers. Jan 8 at 3 at office of Lovering and Co, Gresham st. Rooks and Co, King st
 Powell, Thomas Edward, Upper Grange rd, Old Kent rd, Boot Manufacturer. Jan 5 at 3 at offices of Elsworth, Moorgate st. Warrington, Walbrook
 Pritchard, Alfred Jason, Thomas st, Grosvener sq, Job Master. Jan 2 at 2 at 209, High Holborn. Cooke and Co, Essex st, Strand
 Pusey, George, High Wycombe, Bucks, Fancy Stationer. Jan 10 at 2.45 at the Red Lion Hotel, High Wycombe. Bating, Great Marlow
 Redbourne, John, Hayles st, St George's rd, Southwark, Comedian. Jan 5 at 11 at 55, Walworth rd. Worthington, Walworth rd
 Richards, Edward, West Smithwick, Stafford, Greensgrocer. Jan 3 at 11 at offices of Shakespears, Church st, Oldbury
 Richardson, Thomas Henry, Brighton, Sussex, Potato Salesman. Jan 9 at 3 at offices of Edmonds and Co, Ship st, Brighton. Verrall, Brighton
 Sabar, Moss, Emanuel Sabar, and Abraham Levy, St Mary's chambers, St Mary Axe, Merchants. Jan 3 at 1 at the Cannon st Hotel, Cannon st. Noon and Clarke, Blomfield st
 Shaw, George Goodwin, Seven Sisters' rd, Holloway, Draper. Jan 3 at 2 at offices of Chapman, London wall
 Shipton, Harriett, Nottingham. Jan 4 at 12 at offices of Cockayne, Fletcher gate, Nottingham. Schofield, Grantham
 Shortland, Walter, Bond st, Vauxhall, South Lambeth, out of business. Jan 5 at 10.30 at Inns of Court Hotel, Holborn. Hope, Bell yard
 Smith, William Henry, Winkfield, Berkshire, Baker. Dec 30 at 12 at Crown Inn, Peasod st, Windsor. Staniland, King st, Cheapside
 Stead, Joe Smith, Wakefield, York, Boat Builder. Jan 4 at 11 at office of Lake and Lake, King st, Wakefield
 Steines, John Nikolaus, Lower Fore st, Edmonton, Baker. Jan 8 at 2 at office of Armstrong, Chancery lane
 Sugden, James, Castelford, York, Grocer. Jan 16 at 3 at office of Foster and Raper, Ropergate, Pontefract
 Suggate, Charles Temlett, Lowestoft, Suffolk, Poulterer. Dec 28 at 11 at office of Blyth, Castle chbrs, Norwich
 Taylor, Richard, Hindley, Lancaster, Beerhouse Keeper. Jan 8 at 3 at office of Wall, Clarence chbrs, Wallgate, Wigan
 Thistlethwaite, Philip Edward, Colville gardens, Notting Hill, Gent. Jan 11 at 2 at office of Mills, South sq, Grays inn
 Thomas, Robert, Trauere, Chester, Commercial Traveller. Jan 8 at 2 at office of Francis Hanson sq, Birkenhead
 Thomas, William Henry, Swansea, Glamorgan, Grocer. Jan 4 at 4 at office of Stevens, Orchard st, Portman sq
 Thompson, John Nicholson, Maryport, Cumberland, Boot Maker. Jan 10 at 11 at office of Collin, Kirkby st, Maryport
 Thorndick, William, Edgware, Baker. Jan 4 at 3 at offices of Allingham, Old Broad st
 Tilbe, Thomas, Faversham, Kent, Baker. Jan 6 at 12 at office of Sankeys and Co, Castle st, Canterbury
 Wakeman, Thomas, Birmingham, Tin Plate Worker. Dec 30 at 12 at office of Parry, Colmore row, Birmingham
 Watson, James, Horbury, nr Wakefield, Tobaccoist. Jan 5 at 3 at office of Lodge, Townhall chbrs, Wakefield
 Watson, John Eliot, Penge, Surrey, Brewer. Jan 2 at 3 at office of Warner, Quality ct, Chancery lane
 Weekes, George Port, Liverpool, Grocer. Jan 5 at 3 at office of Harper, Cable st, Liverpool
 Wharton, Arthur Lewis, Gt Grimsby, Watchmaker. Jan 2 at 2 at office of Johnson and Co, Waterloo st, Birmingham
 White, Arthur, Leyton, Essex, Draper. Jan 2 at 3 at office of Cummins, Union ct, Old Broad st
 Whitehouse, John, Smithwick, Stafford, Builder. Jan 5 at 11 at office of Shakespears, Church st, Oldbury
 Wilkins, Isaac John Hooper, Billiter st, Tobacco Broker. Jan 13 at 12 at 83, Gresham st. Innes and Co, Billiter st
 Williams, Harry Tracey, Portsea, Hants, Boot and Shoe Manufacturer. Jan 3 at 3 at office of Mills, South sq, Gray's inn. King, Portsea
 Williams, James, Abergyswith, Cardigan, Builder. Jan 5 at 12 at office of Griffith and Co, Great Darlington st, Abergyswith
 Williams, William, Merthyr Tydfil, Glamorgan, Grocer. Jan 6 at 12 at office of Vaughan, High st, Merthyr Tydfil
 Williamson, Oliphant, Threadneedle st, Stock and Share Broker. Jan 4 at 3 at office of Durant, Guildhall chbrs, Basinghall st
 Witton, Henry, High st, Stoke Newington, Pianoforte Manufacturer. Jan 3 at 3 at Cheapside. Gowing and Co, Finsbury pavement
 Wright, George, Rotherham, York, Engineer. Jan 9 at 12 at office of Edey and Co, Change alley, Sheffield. Evans, Rotherham

TUESDAY, Dec 26, 1882.

Gilmour, John, Gavin Anderson, James Wood, and Allan Gilmour, Marport, Cumberland, Iron Makers. Jan 16 at 12.30 at County Hotel, Carlisle. Tyson and Hobson, Marport
 Birrell, Thomas, Wolverhampton, Stafford, Concert Hall Proprietor. Jan 5 at 2 at Wheatsheaf Inn, Market st, Wolverhampton. Saunders, Wolverhampton
 Bone, John, Neasham, nr Darlington, Innkeeper. Jan 6 at 11 at 134, High st, Stockton on Tees. Draper, Stockton on Tees
 Bradley, William Vincent, Sittingbourne, Kent, Baker. Jan 9 at 11 at office of Gibson, West st, Sittingbourne
 Carter, Joseph, Croydon, Cow Keeper. Jan 3 at 11 at Green Dragon Hotel, High st, Croydon. Dennis, Croydon
 Cherrill, Robert, Heston Norris, Lancaster, Common Brewer. Jan 15 at 11 at office of Sykes, New st, Huddersfield
 Coulthard, Robert, Darlington, Milkseller. Jan 4 at 11 at office of Robinson, Chancery lane, Darlington
 Dapson, John, Woodchurch, Kent, Farmer. Jan 9 at 1 at office of Hallet, Bank st, Ashford
 Dobson, Walter, Tunstall, Stafford, Brass Founder. Jan 5 at 11 at office of Salt, Cooper st, Tunstall
 Early, David, Broadway, Westminster, Licensed Victualler. Jan 9 at 4 at office of Parkes, Queen Victoria st

Evans, Evan, Haverfordwest, Linen Draper. Jan 12 at 11 at office of Evans and Williams, High st, Haverfordwest.

Fornshaw, James Henry, Clacton on Sea, Essex, Builder. Jan 8 at 11 at office of Chapman, Gresham bldgs, Basinghall st.

Foster, Leila, Bedford, Widow. Jan 12 at 11 at office of Jessopp, St Paul's sq, Bedford.

Frow, Frederick, Winterton, Lincoln, Coal Merchant. Jan 8 at 12 at office of Sowter, Bigby st, Brigg.

Fullames, James, Borough Market, Southwark, Fruit Salesman. Jan 12 at 3 at office of Simpson and Palmer, Three Crown sq, Southwark.

Garbutt, John, Leeds, Oculist. Jan 8 at 3 at office of Weston and Postlethwaite, Park row, Leeds.

Gardiner, Chedorlaomer, Leeds, Insurance Agent. Jan 5 at 2 at office of Butler and Middlebrook, Park sq, Leeds.

Gibbs, Richard William, Siston, Gloucester, Grocer. Jan 5 at 12 at office of Evans, Exchange bldgs East, Bristol.

Green, Henry, Barton St David, Somerset, Baker. Jan 9 at 2 at office of Bulleid, High st, Glastonbury.

Green, Spencer, Ariel st, West Hampstead, Builder. Jan 5 at 3 at office of Shaw, New inn, Strand.

Heppel, Charles Fox, Chester, Commission Agent. Jan 8 at 12 at office of Walker and Co, Abbey gateway, Chester.

Hodgetts, Joseph, Aston, nr Birmingham, Dairyman. Jan 9 at 3 at offices of Jaques, Temple row, Birmingham.

Hooper, William, Awe, Gloucester, Farmer. Jan 15 at 4 at office of Maple, Red Lion chbrs, Newnham.

Howard, James, Fendrayton, Cambridge, Farmer. Jan 5 at 11.30 at Unicorn Hotel, St Ives. Watts, St Ives.

Hoyle, Eli, Halifax, Manufacturer. Jan 5 at 11 at Roe and Crown Inn, Cheapside, Halifax. Garsed, Halifax.

Kennedy, William, Leeds, Engineer. Jan 8 at 3 at office of Griedale, Gt George st, Leeds.

Lawson, George, Birmingham, Beer Retailer. Jan 5 at 3 at office of Fallows, Cherry st, Birmingham.

Lazarus, Jacob, Hampstead rd, Outfitter. Jan 16 at 3 at 83, Gresham st. Harris, Coleman st.

Legg, Harim, Canford Magna, Dorset, Farmer. Jan 8 at 11 at office of Aldridge and Aldridge, King st, Poole.

Lovatt, Edward, Stapely, nr Nantwich, Chester, Butcher. Jan 9 at 3 at Royal Hotel, Nantwich rd, Crewe. Roberts, Crewe.

Lucas, John, Halifax, Joiner. Jan 13 at 3 at office of Rhodes, Commercial Bank bldgs, Crown sq, Halifax.

Lupton, James, Burnley, Lancashire, Tailor. Jan 9 at 11 at office of Backhouse and Procter, Ormerod st, Burnley.

Mackerill, William, Kingston upon Hull, Builder. Jan 8 at 2 at office of Hearfield, Bowlalley lane, Kingston upon Hull.

Marshall, Henry, Cropwell Bishop, Nottingham, Farmer. Jan 8 at 12 at office of Parsons and Co, Wheelergate, Nottingham.

McGrath, Lewis, Liverpool, Smallware Dealer. Jan 5 at 3 at office of Quelch, Hatton garden, Liverpool.

McRae, George, Lenthall Mills, Mitham Common Managing Director. Jan 12 at 2 at office of Ranger and Burton, Idol lane.

Mellis, Henry Whalley, Manchester st, Manchester sq, no occupation. Jan 12 at 3 at office of Carr and Co, Vigo st, Regent st.

Metcalfe, Potter, Woolwich, Pastrycook. Jan 17 at 4 at office of Chapman, Gresham bldgs, Basinghall st.

Mills, George Thomas, Joseph Harry Mills, and Annice Maria Mills, Pendleton, Lancaster, Cotton Doublers. Jan 4 at 2.30 at Mitre Hotel, Cathedral yard, Manchester.

Leigh, Manchester.

Mond, Morris William, Lewes, Sussex, Hosier. Jan 11 at 3 at Bear Hotel, Cliffe, Lewes.

Vinall, Lewes.

Moore, Alfred Joseph, Wareham, Dorset, Outfitter. Jan 12 at 3 at Inns of Court Hotel, Holborn. Trevanion, Poole.

Morris, Percy Harold, and Ebenezer Edgar Morgan, Britonferry, Glamorgan, Tin and Terne Plate Manufacturers. Jan 11 at 2.30 at office of Tribe and Co, Temple st, Swansea.

Morris, William, Robert Smith, and Edward Sumner Morris, Penclawdd, Glamorgan, Stricks and Bellingham, Swansea.

Morris, William Henry Bertram, Britonferry, Glamorgan, Tin Plate Manufacturers. Jan 10 at 2.30 at offices of Tribe and Co, Temple st, Swansea. Scale, Neath.

Murray, Richard, and John Murray, Kingston upon Hull, Mineral Water Manufacturers. Jan 4 at 11 at office of Stead and Sibree, Bishop lane, Kingston upon Hull.

Nurse, Hannah, David Nurse, and William Nurse, Redbrook, Gloucester. Jan 9 at 2 at office of Colborne and Ward, Victoria chbrs, Newport.

O'Connor, Patrick, Widnes, Lancashire, Tailor. Jan 16 at 3 at office of Yates and Co, Victoria st, Liverpool.

Pain, Frederick Richard, Ramsgate, Kent, Shipbuilder. Jan 9 at 2 at City of London Tavern, Bishopsgate st. Cowl, Great Yarmouth.

Peal, Richard, Chichester, Sussex, Furniture Dealer. Jan 16 at 3 at Anchor Hotel, West st, Chichester. Jaman, Chichester.

Peerless, Thomas Harry, Hayward's Heath, Coach Builder. Jan 16 at 12 at office of Edmonds and Co, Cheapside. Cockburn, Brighton.

Pettitt, Frederick, Stratford St Mary, Innkeeper. Jan 16 at 11 at office of Fox, Museum st, Ipswich.

Poulter, Arthur James, Threadneedle st, Stock Dealer. Jan 18 at 3 at Mullen's Hotel, Ironmonger lane. Hack, Pancras lane, Queen st, Cheapside.

Priest, Wilson, Sheffield, Licensed Victualler. Jan 8 at 11 at office of Mellow, Queen st, Sheffield.

Protopazzi, Constantine John, Fenchurch st, Merchant. Jan 16 at 3 at office of Cooper and Co, George st, Mansion House.

Pulford, William George, Colwell rd, East Dulwich, Stone Mason. Jan 4 at 2 at office of Howard and Shelton, Threadneedle st.

Riley, George, Hucknall Torkard, Notts, Carrier. Jan 9 at 12 at office of Stevenson, Weekday Cross, Nottingham.

Ring, Joseph, Southampton, Tailor. Jan 11 at 4 at office of Pearce, High st, Southampton.

Sewell, John, Oldswinford, Worcester, Commission Agent. Jan 1 at 11 at Swan Hotel, Hagley st, Stourbridge. Roskell, Stourbridge.

Silverwood, Richard, Bradford, Grocer. Jan 8 at 11 at office of Rawnsley, Darley rd, Bradford.

Sims, Frederick John, Birmingham, Dentist. Jan 5 at 11 at office of Rose, Cherry st, Birmingham.

Smith, William, King's Lynn, Norfolk, Publican. Jan 1 at 1 at offices of Maher, High st, King's Lynn.

Spencer, Joseph, Bradford, York, Grocer. Jan 9 at 3 at offices of Killick and Co, Commercial Bank buildings, Bradford.

Spriggs, John Thomas, Exmouth st, Clerkenwell, Coffee house Keeper. Jan 19 at 1 at offices of Ranger and Burton, Idol lane.

Thomas, Jenkin David, and Thomas Wade Evans, Talsylfera, Brecon, Tin Plate Manufacturers. Jan 8 at 2 at offices of Leyson, Fisher st, Swansea.

Todd, David, Waiworth rd, Baker. Jan 11 at 3 at offices of Fitch, Bedford row.

Trood, John, Frome Vanchurch, Dorset, Farmer. Jan 13 at 3 at offices of Bureau, South st, Dorchester.

Turnbull, Edwin, and Robert Shotton Bainbridge, North Shields, Auctioneers. Jan 5 at 11 at offices of Jolliffe, Collingwood st, Newcastle-on-Tyne.

Warry, Eiel, Shirehampton, Gloucester, General Smith. Jan 9 at 2 at offices of Fitch and Dickinson, Exchange West, Bristol.

Watts, Robert, Sittingbourne, Kent, Brick Manufacturer. Jan 10 at 11 at office of Gibson, West st, Sittingbourne.

Waymont, William, Bedford st, Commercial rd, Baker. Jan 8 at 3 at offices of Smith and Co, Bedford row.

Wells, Samuel Richard, Buckland, Hants, Builder. Jan 9 at 3 at the Sussex Hotel, Commercial rd, Landport. Walker and Wainscot, Landport.

Whitelocks, James, Nuthall, Nottingham, Innkeeper. Jan 13 at 3 at offices of Frost, St. John's chambers, Bridlesmith gate, Nottingham.

Whitelock, William, Harrogate, York, out of business. Jan 4 at 11.30 at office of Bateson and Hutchinson, Harrogate.

Wilkinson, George Paul, Finsbury pavement, Finsbury, Hatter. Jan 11 at 3 at office of Foreman and Co, Gresham st. Butcher, Old Jewry.

Wilson, George Wright, Sheffield, York, out of business. Jan 10 at 11 at offices of Franklin, Imperial chambers, Norfolk row, Sheffield. Creswick.

Wood, John, Guiseley, York, General Dealer. Jan 10 at 11 at offices of Tennant and Barret, Albion st, Leeds.

Wood, Richard, Birmingham, Jewellers' Case Manufacturer. Jan 8 at 11 at offices of East and Smith, Old sq, Birmingham.

The Subscription to the SOLICITORS' JOURNAL is—Town, 26s.; Country, 28s.; with the WEEKLY REPORTER, 52s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth, 2s. 6d., half law calf, 5s. 6d.

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

CONTENTS.

CURRENT TOPICS	127	Humphreys v. Green and another ..	12
USUAL PROVISIONS IN LEASES	129	Greens v. Foster	20
CORRESPONDENCE	130	Routh v. Wallis	21
CASES OF LAST WEEK—		Kitch v. Sharp	22
Tomlin v. Underhay	131	Wade v. Wilson	23
The Great Western Railway Company v. The Swindon and Marlborough Railway Company	131	In the Goods of Elmsley	24
Haggard v. Haggard	132	OBITUARY	25
Ex parte McLean	132	LEGAL APPOINTMENTS	26
Brown v. Manchester, Sheffield, and Lincolnshire Railway Company	132	NEW ORDERS, &c.	27
Dobbs v. The Grand Junction Waterworks Company	132	COMPANIES	28
		CREDITORS' CLAIMS	29
		COURT PAPERS	30
		LONDON GAZETTE, &c., &c.	31

NOTICES TO CORRESPONDENTS.—All communications intended for publication in the SOLICITORS' JOURNAL must be authenticated by the name and address of the writer.

The Editor does not hold himself responsible for the return of rejected communications.

* * The Publisher requests that early application should be made by persons desirous of obtaining back numbers of the SOLICITORS' JOURNAL, as only a small number of copies remain on hand.

SCHWEITZER'S COCOATINA,

Arti-Dyspeptic Cocoa or Chocolate Powder.
Guaranteed Pure Soluble Cocoa of the Finest Quality, with the excess of fat extracted.

The Faculty pronounce it "the most nutritious, perfectly digestible beverage for Breakfast, Luncheon, or Supper, and invaluable for Invalids and Children."

Being without sugar, spice, or other admixture, it suits all palates, keeps better in all climates, and is four times the strength of cocoas thickened yet weakened with starch, &c., and is in reality CHEAPER than such Mixtures.

Made instantaneously with boiling water, a teaspoonful to a Breakfast Cup, costing less than a halfpenny.

COCOATINA & LA VILLA is the most delicate, digestible, cheapest Manilla Chocolate, and may be taken when richer chocolate is prohibited.

In tin packets at 1s. 6d., 3s., 5s. 6d., &c., by Chemists and Grocers.

Charities on Special Terms by the Sole Proprietors, H. SCHWEITZER & CO 10, Adam-street, London, W.C.

ESTABLISHED 1825.

HEWETSON, THEXTON, & PEART,

MANUFACTURERS AND HOUSE FURNISHERS,

200, 203, and 204, TOTTENHAM COURT ROAD, W.

Estimates and Designs submitted free for entirely Furnishing Residences, Chambers, Offices, &c.

—PAINTING, DECORATING, & HOUSE REPAIRS.—

Carved Oak Furniture, Reproductions from Ancient Designs, &c. Bedroom Furniture, including Bedstead and Bedding, from £7 10s. per set.

THIRTY LARGE SHOW ROOMS.

HEWETSON, THEXTON, & PEART,

200, 203, and 204, Tottenham Court-road, London, W. N.B.—Household Furniture Warehoused or Removed on reasonable terms

EDE AND SON,

ROBE "MAKERS"

BY SPECIAL APPOINTMENT,

To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London &c.

SOLICITORS' AND REGISTRARS' GOWN

BARRISTERS' AND QUEEN'S COUNSEL'S DRESS

CORPORATION ROBES, UNIVERSITY & CLERGY

ESTABLISHED 1800.

84, CHANCERY LANE, LONDON.

